

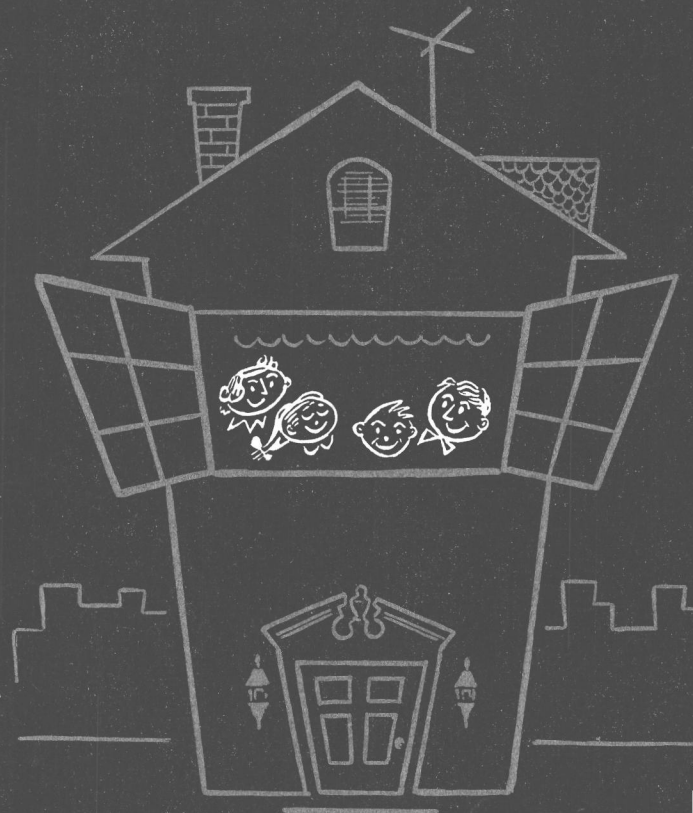
LOCAL RENT OFFICES

<i>Local Rent Office</i>	<i>Address</i>	<i>Local Rent Administrator</i>
BRONX Bronx Co.	1910 Arthur Ave. New York 57, N. Y. Cypress 9-0100	Edward J. Mitchell
BROOKLYN Kings Co.	81 Willoughby St. Brooklyn 1, N. Y. Ulster 8-1200	Harold F. Garrahan
Lower MANHATTAN (South side 110th St. and below)	2 Lafayette St. New York 7, N. Y. Rector 2-0112	Joseph Goldberg
Upper MANHATTAN (North side 110th St. and above)	541 W. 145th St. New York 31, N. Y. Foundation 8-5100	Thomas V. Sinclair, Jr.
QUEENS Queens Co.	89-09 Sutphin Blvd. Jamaica 35, N. Y. Jamaica 6-2040	Robert E. Herman
STATEN ISLAND Richmond Co.	58 Gordon St. Staten Island 4, N. Y. Gibraltar 7-8122	Dominick P. Felitti
ALBANY *Albany Co. *Clinton Co. (Plattsburgh) *Columbia Co. (Hudson) *Dutchess Co. (Poughkeepsie)	112 State St. Albany 7, N. Y. Albany 3-5511	Francis J. McCambridge
<i>Also under Albany office</i> →		*Rensselaer Co. *Schenectady Co. *Ulster Co. (Kingston)
BUFFALO *Eric Co.	295 Main St. Buffalo 3, N. Y. Cleveland 5490	Vincent S. White
HEMPSTEAD Nassau Co. *Suffolk Co.	370-A Fulton Ave. Hempstead, N. Y. Ivanhoe 1-9494	Thomas E. Heffren
ROCHESTER *Monroe Co.	5 St. Paul St. Rochester 4, N. Y. Baker 0080	William J. Frank
SYRACUSE Onondaga Co.	State Office Bldg. 333 E. Washington St. Syracuse 2, N. Y. Syracuse 74-3391	Earl J. Kuhles (acting)
UTICA *Oneida Co.	110 Genesee St. Utica 2, N. Y. Utica 4-7443	Robert Speirs
WATERTOWN *Jefferson Co. *St. Lawrence Co.	Flower Bldg. Watertown, N. Y. Watertown 4513	Allan G. Patch
WHITE PLAINS *Westchester Co.	203 Main St. White Plains 9-9700	Joseph E. Kelly

* Only portions of these counties under control.

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THE LITTLE BOOK ON EVICTIONS



Robert C. Weaver
State Rent Administrator

Averell Harriman
Governor

Therefore, you can rest assured that each and every eviction application is carefully scrutinized and you will be given a hearing at the local rent office before action is taken either way.

Sometimes, timid tenants move just on the say-so of their landlords. Such tenants might lose several hundred dollars stipend payment which can help with the expense of moving. The Regulations concerning the payment of compensation to tenants evicted in demolition cases stipulate that if a tenant in New York City moves before the landlord applies for a certificate of eviction, no stipend payment is due such tenant.

We hope that the information in this pamphlet will do much to dispel groundless fears concerning eviction. Nevertheless, we repeat again that the best bet for any tenant threatened with eviction is to *consult his local rent office* on where he stands.

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Local Rent Administrator for Staten Island

If A Fire Demolishes Your Apartment

If you are in the unfortunate position of being forced out of your apartment because a fire has demolished it, please go to the Rent Commission immediately in order to protect your rights to repossess the apartment when it is repaired.

What to Do When Your Landlord Tells You to Move



The best thing to do is to seek advice from your local rent office or consult your lawyer. Don't rely upon the advice of your friends who mean well but may be woefully in error. At any rate, don't panic because the landlord tells you to move. Remember, you must receive written notice from the court terminating your tenancy. The Rent Commission realizes how difficult it is to find decent moderately priced apartments.

New York.



TEMPORARY STATE HOUSING RENT COMMISSION

280 Broadway

New York 7, N. Y.

FOREWORD

Although the popular *Little Book on Rent Control* included basic information on the subject of evictions, numerous queries have convinced us that a more detailed presentation of the many angles involved was in order. Hence, *The Little Book on Evictions* is offered.

After reading this, tenants—and landlords too—should be fully acquainted with their rights in eviction actions. However, if any doubt lingers on regarding your rights in eviction cases (or any other rent control problem, for that matter) then the prudent course would be a quick visit to the local rent office.

Robert C. Weaver
State Rent Administrator

Can You Be Evicted for Complaining to the Commission?

This question is worth special mention because so many tenants are afraid that the landlord can put them out if they complain to the Rent Commission. We are not begging for business—about 50,000 applications a month come in from landlords and tenants—but if a tenant has reason to complain about reduced services, overcharges or any other violation of the Rent Law, he should consult his local rent office. By no stretch of the imagination can a tenant be evicted for filing a complaint against a landlord. It should be understood, of course, that the Commission doesn't merely accept the tenant's word that so and so is wrong. Careful examination of each case is made before action is taken.

It Should Be Noted

The Rent Commission has no jurisdiction over evictions in housing accommodations erected after February 1, 1947 or those owned by federal, state or city agencies. Lack of jurisdiction also goes for various types of accommodations not subject to control under the law. If you have doubts about whether your house is controlled, your Local Rent Office will tell you.

unless the tenants involved are in the high rent category. (More than \$75 for one room, \$150 for two or three rooms and over \$200 for larger apartments.)

7. The landlord wants to take the building out of the rental market and shows that continued operation would be a hardship.

This type of application is not very common. It usually is made where the landlord desires to expand a business adjoining the residential structure. Charitable, educational or public institutions sometimes apply under this section of the Regulations because they need the residential property for their own use. Certificates call for the customary three month stay before eviction application is made to the court.

Cancellation of Eviction Certificates

An eviction certificate may be cancelled by the Administrator any time before a warrant for the dispossession of a tenant is executed. The Administrator would take such action only on the request of the tenant if the certificate was obtained by fraud, or if the landlord no longer needs the apartment or if he no longer intends to use the repossessed apartment for the purpose stated in the eviction certificate.

If a landlord of a building scheduled to be torn down to make way for a larger, modern apartment house fails to make the required stipend payment to any one of the affected tenants, the Rent Commission may cancel all the eviction certificates issued against the occupants.



EVICIONS

Fear of possible eviction from rent-controlled apartments haunts many tenants. This is chiefly because they are unfamiliar with the Rent Control Law which prohibits eviction except for certain specific reasons described in this pamphlet.

Let us start off by stating that in the vast majority of cases no tenant can be put out of his apartment unless the landlord has brought a legal action and the court has granted a final order of dispossession. In New York City, except for roomers who have lived in a rooming house for less than 30 consecutive days or residents of uncontrolled hotel accommodations, *no tenancy can be lawfully terminated by the landlord for any reason in the absence of judicial action.*

Another important fact to remember is that before a landlord can go to court for the eviction of a tenant in a rent-controlled apartment he must usually obtain a certificate of eviction from the Rent Commission.

When No Certificate of Eviction Is Required

A landlord can go directly to court without applying for a certificate of eviction to the Rent Commission if

1. The tenant doesn't pay his rent when it is due.

2. The tenant commits a nuisance or violates a substantial obligation of his tenancy. To illustrate: a tenant who goes out with the boys and then comes home and playfully puts a few holes in the wall or smashes the electric bulbs in the lobby would be considered to be committing a nuisance. Likewise, a tenant would violate a substantial obligation of his tenancy if he maintained a couple of Great Danes when his lease expressly forbade canines; or if, without the landlord's permission, he brought in a flock of strangers as permanent guests.

3. The tenant permits his apartment to be used for immoral or illegal activities (prostitution, bookmaking or gambling).

4. A tenant's lease has expired and he refuses to renew it on the same terms and without any rent increase for a term not exceeding one year. While the housing shortage continues, it is

4. The landlord wishes to tear down a building and erect a new one with more apartments.

Certificates granted under this heading usually provide a six month stay before permitting the landlord to take court action. In addition, he is required to compensate the tenant for attendant moving expenses at the rate of \$100 each for the first two rooms and \$75 each for each additional room. A fixed minimum of \$150 and a maximum of \$500 is set by the Rent Commission.

About 99 per cent of the apartment buildings slated for demolition are in the moderate rental class and are occupied by people of limited income. Stipend payments were designed to help these tenants over the moving hurdle. However, the landlord is not required to compensate tenants who were paying more than \$150 for a one, two or three room apartment way back in 1943 when rent controls were imposed by the federal government. Those who were paying more than \$200 a month for larger apartments likewise receive no stipend payment. Roomers are not entitled to stipends.

5. The building is to be torn down as part of a slum clearance (Title I) project under federal-municipal sponsorship.

Conditions imposed on the private developers by the federal and local government provide that tenants in the old buildings must be relocated. The Rent Administrator usually grants a one month stay.

6. The landlord desires to tear down the building and build a commercial structure.

In New York City, certificates issued for this reason compel the landlord to relocate tenants

required to prove that he is acting in good faith and that he has an immediate and compelling necessity for the apartment. Immediate and compelling necessity need not be established if the landlord wants an apartment in a one- or two-family house for his own use.

At this point, it might be well to illustrate exactly what is meant by "good faith" and "immediate and compelling necessity". For example, the good faith of a landlord would be open to serious question if it is shown that he sought possession of an apartment after the tenant had complained to the Rent Commission about being overcharged. Or, if the landlord or a member of his immediate family were already adequately housed, compelling necessity for ousting a tenant in possession would be difficult to prove, unless the landlord were able to establish that the change is necessary for health reasons.

2. The tenant is not using the apartment for his own dwelling. Illustratively, the tenant may have sublet the entire apartment without the landlord's permission.

3. The landlord wishes to subdivide an apartment of more than six rooms that is underoccupied — for example, by only two persons. Roomers or boarders who are not members of the tenant's family are not counted as occupants. Incidentally, where a landlord subdivides an apartment, the tenant in occupancy is entitled to one of the newly created apartments, at a rent fixed by the Commission; or relocation to comparable housing if his apartment rented for less than \$200 in 1943.

highly unlikely that a landlord will offer a one-year lease without a rent increase but if he should, the tenant had better take it.

5. The tenant unreasonably refuses the landlord access to his apartment for the purpose of making necessary repairs or showing it to anyone having a legitimate interest, such as a prospective buyer of the building or an inspector from a city agency. If the inspection or the showing of the apartment is contrary to the lease terms, the tenant's refusal will not be grounds for eviction.

6. The building has been legally condemned or declared unfit for occupancy by the appropriate city departments or is owned by a government agency.

But even if any of the above conditions are the basis of an eviction, the law gives the tenant certain protections. Before going to court, the landlord must serve a written notice on the tenant stating the reasons for the dispossession proceedings and forewarning him that unless he vacates within a specified time proceedings will be brought. A copy of this notice must be filed with the Rent Commission.

In addition, if court application is made, the tenant must be served with a copy of the Precept and Petition. The tenant then has a right to go to court and file his answer objecting to the dispossession application. The case will then be tried by the court and the tenant cannot be removed from his apartment unless the court so rules.

Furthermore, varying waiting periods are required before the landlord can go to court — usually 30 days, unless the tenant rents on a weekly

basis in which case only a 7 day wait is required. However, if the eviction action is based on illegal occupancy, committing a nuisance or using an apartment for illegal or immoral purposes, the required waiting period is 10 days. This is reduced to only 2 days if a weekly tenant is involved.

Court approval for an eviction is not required in the case of hotel or rooming house tenants who do not pay their rent but the landlord must give a minimum of 3 days' notice. The day the notice is served and any intervening Sunday are not counted in this 3 day notice. Furthermore, in New York City a tenant who has occupied a room in a rooming house for 30 or more consecutive days may not be locked out without court action.

When A Certificate of Eviction Is Necessary

For the most part, tenants pay their rent and behave like decent folk. Incidentally, landlords are usually good citizens too. Except for the reasons described in the previous section, landlords must obtain certificates of eviction from the Rent Commission before they can go to court to evict tenants in rent-controlled apartments. These certificates are granted in only a few special classes of cases.

However, the issuance of a certificate does not mean that a tenant immediately finds himself outside looking in. The certificate merely permits the landlord to apply to the Municipal Court for possession of the apartment.



HE MUST WAIT A MINIMUM OF THREE MONTHS, AND IN SOME CASES SIX MONTHS, AFTER THE ISSUANCE OF A CERTIFICATE BEFORE HE CAN GO TO COURT. There are rare situations where the three month waiting period can be shortened if it would impose undue hardship on the landlord. In addition to this grace period, experience shows that the court recognizes the difficulty of finding new living quarters and, therefore, usually grants additional time when needed.

The Rent Control Law requires the Commission to grant certificates of eviction when:

1. The landlord wants the apartment for himself or actually needs it for members of his immediate family. This is confined to a son, daughter, step-son, step-daughter, father, mother, father-in-law and mother-in-law.

When claiming an apartment for himself or a member of his immediate family, the landlord is