NEW YORK CITY RENT AND EVICTION REGULATIONS AMENDMENTS

9 NYCRR § 2200.1 is amended to read as follows:

These regulations are adopted and promulgated [by the] pursuant to the powers granted to the Division of Housing and Community Renewal and pursuant to the City Rent and Rehabilitation Law (title Y of chapter 51 of the Administrative Code of the City of New York, formerly being chapter 41 and renumbered by chapter 100 of the Laws of 1963, as amended) and the Local Emergency Housing Rent Control Act (chapter 21 of the Laws of 1962) and the Omnibus Housing Act (chapter 403 of the Laws of 1983). As used in these regulations, the term *Rent Law* shall mean the Rent and Rehabilitation Law of the City of New York.

9 NYCRR § 2200.2(f)(15)(i) is amended as follows:

(i) Individual housing accommodations having unfurnished maximum rents of $250 or more per month as of April 1, 1965, or furnished maximum rents of $300 or more per month as of April 1, 1965, which are or [become] became vacant after January 29, 1968 by voluntary surrender of possession or in the manner provided by Part 2204 of this Title; or

9 NYCRR 2200.2(f)(18) is amended as follows:

Housing accommodations not occupied by the tenant, not including subtenants or occupants, as [his] their primary residence as determined by a court of competent jurisdiction. For the purposes of determining primary residency, a tenant who is a victim of domestic violence, as defined in section four hundred fifty-nine-a of the social services law, who has left the unit because of such violence, and who asserts an intent to return to the housing accommodation shall be deemed to be occupying the unit as his or her primary residence. In addition, a tenant who has left the

housing accommodation and is paying a nominal rent pursuant to Part 2202.17 (13)(iii) of this Title shall be deemed to be occupying the unit as his or her primary residence.

9 NYCRR 2200.2(f)(19) is amended as follows:

(19) (i) Effective June 14, 2019, high rent vacancy deregulation is no longer applicable. Any apartment that was lawfully deregulated pursuant to the City Rent and Rehabilitation Law section 26-403(e)(2)(k) shall remain deregulated, notwithstanding that such section was repealed pursuant to Chapters 36 and 39 of the Laws of 2019.

[Housing accommodations which:

(i) became vacant on or after July 7, 1993 but before April 1, 1994 where, at any time between July 7, 1993 and October 1, 1993, inclusive, the maximum rent was $2,000 or more per month; or

(ii) became vacant on or after April 1, 1994 but before April 1, 1997, with a maximum rent of $2,000 or more per month; or

(iii) became vacant on or after April 1, 1997 but before June 19, 1997, where the maximum rent at the time the tenant vacated was $2,000 or more per month; or

(iv) became or become vacant on or after June 19, 1997 but before June 24, 2011, with a maximum rent of $2,000 or more per month;

(v) became or become vacant on or after June 24, 2011, with a maximum rent of $2,500 or more per month;

(vi) exemption pursuant to this paragraph shall apply regardless of whether the next tenant in occupancy or any subsequent tenant in occupancy is charged or pays less than the applicable amount qualifying for deregulation as provided in this paragraph;

(vii) exemption pursuant to this paragraph shall not apply to housing accommodations which became or become subject to the Rent Law and this Subchapter solely by virtue of the receipt of tax benefits pursuant to section 489 of the Real Property Tax Law;

(viii) exemption pursuant to this paragraph shall not apply to or become effective with respect to housing accommodations for which the administrator determines or finds that the landlord or any person acting on his or her behalf, with intent to cause the tenant to vacate, engaged in any course of conduct (including, but not limited to, interruption or discontinuance of required services) which interfered with or disturbed or was intended to interfere with or disturb the comfort, repose, peace or quiet of the tenant in his or her use or occupancy of the housing accommodations. In connection with such course of conduct, any other general enforcement provision of the Rent Law and this Subchapter shall also apply;

(ix) during the period of effectiveness of an order issued pursuant to section 2202.16 of this Title for failure to maintain required services, which lowers the maximum rent below the applicable amount qualifying for deregulation as provided in this paragraph, during the time period specified in this paragraph, a vacancy shall not qualify the housing accommodation for exemption under this paragraph; and

(x) housing accommodations which become exempt from this Subchapter pursuant to this paragraph shall not become subject to the provisions of the Rent Stabilization Code upon being re-rented.]

9 NYCRR 2200.2(f)(20) is amended as follows:

(i) Effective June 14, 2019, high rent high income deregulation is no longer applicable. Any apartment that was lawfully deregulated pursuant to the City Rent and Rehabilitation Law sections 26-403(e)(2)(j) and 26-403.1 shall remain deregulated, notwithstanding that such sections were repealed pursuant to Chapters 36 and 39 of the Laws of 2019. For the purposes of this subdivision, lawful deregulation shall be defined as the issuance of an order by the DHCR pursuant to the City Rent and Rehabilitation Law Sections 26-403(e)(2)(j) and 26-403.1, and the expiration of any time period contained in such order establishing the date of deregulation which expired prior to June 14, 2019.

(ii) Effective June 14, 2019, no further high rent high income deregulation proceedings pursuant to this Title may be commenced, and all pending applications shall be dismissed as not subject to deregulation. For the purposes of this paragraph, an application shall not be considered pending if the subject housing accommodation was lawfully deregulated pursuant to such application prior to June 14, 2019, and such lawful deregulation is subject to review as of June 14, 2019 in a Court of competent jurisdiction, before the commissioner pursuant to a petition for administrative review, or before the rent administrator subsequent to a remand for further consideration by either the commissioner or a court.

[Upon the issuance of an order by the city rent agency, pursuant to the procedures set forth in Part 2211 of this Title, including orders resulting from default, housing accommodations which:

(i) have a maximum rent of $2,000 or more per month as of October 1, 1993 or as of any date on or after April 1, 1994, and which are occupied by persons who had a total annual income in excess of $250,000 per annum for each of the two preceding calendar years, where the first of

such two preceding calendar years is 1992 through 1995 inclusive, and in excess of $175,000, where the first of such two preceding calendar years is 1996 through 2009 inclusive, with total annual income being defined in and subject to the limitations and process set forth in Part 2211 of this Title;

(ii) have a maximum rent of $2,500 or more per month as of July 1, 2011 and which are occupied by persons who had a total annual income in excess of $200,000 per annum for each of the two preceding calendar years, where the first of such two preceding calendar years is 2010 or later, with total annual income being defined in and subject to the limitations and process set forth in Part 2211 of this Title;

(iii) exemption pursuant to this paragraph shall not apply to housing accommodations which became or become subject to the Rent Law and this Subchapter solely by virtue of the receipt of tax benefits pursuant to section 489 of the Real Property Tax Law; and

(iv) in determining whether the maximum rent for a housing accommodation is the applicable amount qualifying for deregulation, the standards set forth in paragraph (19) of this subdivision shall be applicable; to be eligible for exemption under this paragraph, the maximum rent must continuously be the applicable amount qualifying for deregulation as provided in paragraph (19) of this subdivision, from the landlord's service of the income certification form provided for in section 2211.2 of this Title upon the tenant to the issuance of an order deregulating the housing accommodation.]

9 NYCRR 2200.2 (i), (k), and (o) are amended as follows:

(i) Maximum rent.

The maximum lawful rent for use of housing accommodations. Maximum rents may be formulated in terms of rents and other charges and allowances[.]<u>, authorized by law.</u>

(k) Rent.

Consideration, charge, fee or other thing of value, including any bonus, benefit or gratuity demanded or received for or in connection with the use or occupancy of housing accommodations or the transfer of a lease [of] for such housing accommodations. Rent shall not include authorized surcharges, fees, charges or penalties.

(o) Tenant.

A tenant, subtenant, lessee, sublessee or any other person entitled to the possession or to the use or occupancy of any housing accommodation or is entitled to occupy the housing accommodation as a tenant pursuant to any other provision of this Title.

9 NYCRR 2200.3 is amended to add new subdivisions (k) and (l) to read as follows:

(k) Common Ownership. For the purposes of Section 2202.4 of this Part, Common Ownership shall be defined as any identity of interest or relationship based on family ties or financial interest between the owner/managing agent of a property and any other entity with which the owner/managing agent conducts business.

(l) DHCR. The New York State Division of Housing and Community Renewal, an executive agency component of New York State Homes and Community Renewal.

9 NYCRR § 2200.14 non-enumerated paragraph is numbered subdivision (a) and amended as follows and new subdivisions (b), (c), (d) and (e) are added as follows:

(a) No payment of rent need be made unless the landlord tenders a receipt [for the amount to be paid when so requested by the tenant]. The landlord shall issue to every tenant [either a rent bill or] a rent receipt at the time of each rental payment in the form of cash, or any instrument other than the personal check of the tenant. The written receipt shall contain the

date; the amount; the identity of the premises and period for which paid; and the signature and title of the person receiving the rent.

[The rest of the section is repealed]

(b) A tenant may request, in writing, that a landlord provide a receipt for rent paid by personal check. If such request is made, the landlord shall provide the tenant with the receipt described in section a of this subdivision. Such request shall, unless otherwise specified by the tenant, remain in effect for the duration of the tenancy.

(c) The landlord shall maintain a record of all cash receipts for rent for at least three years unless a longer period is required by other provisions of this Title.

(d) If a payment of rent is personally transmitted to a landlord, the receipt for such payment shall be issued immediately to a tenant. If a payment of rent is transmitted indirectly to a landlord, a tenant shall be provided with a receipt within fifteen days of the landlord's receipt of a rent payment.

(e) If a landlord fails to receive payment for rent within five days of the date specified in a lease agreement, such landlord shall send the tenant, by certified mail, a written notice stating the failure to receive such rent payment. The failure of the landlord, to provide a tenant with a written notice of the non-payment of rent may be used as an affirmative defense by such tenant in an eviction proceeding based on the non-payment of rent.

9 NYCRR § 2202.1 is amended and new subdivisions (a) and (b) are added as follows:

Maximum rents may be increased or decreased only by order of the administrator [.], or as otherwise provided by law.

(a) Where a maximum rent established pursuant to this chapter on or after January first, two-thousand twenty, is higher than the previously existing maximum rent, the landlord may not collect an increase from a tenant in occupancy in any one year period of more than the lesser of either seven and one-half percentum or an average of the previous five years of one-year rent adjustments on rent stabilized apartments as established by the rent guidelines board, pursuant to Rent Stabilization Law Section 26-510(b) . If the period for which the rent is established exceeds one year, regardless of how the collection thereof is averaged over such period, the rent the landlord shall be entitled to receive during the first twelve months shall not be increased by more than the lesser of either seven and one-half percentum or an average of the previous five years of one-year rent adjustments on rent stabilized apartments as established by the rent guidelines board, pursuant to Rent Stabilization Law Section 26-510(b), over the previous rent. Any additional annual rents shall not exceed the lesser of either seven and one-half percentum or an average of the previous five years of one-year rent adjustments on rent stabilized apartments as established by the rent guidelines board, pursuant to Rent Stabilization Law Section 26-510(b), of the rent paid during the previous year.

(b) No annual rent increase authorized pursuant to this act shall exceed the average of the previous five annual rental adjustments authorized by a rent guidelines board for a rent stabilized unit pursuant to Rent Stabilization Law Section 26-510(b).

9 NYCRR § 2202.2 is amended as follows:

No order increasing or decreasing a maximum rent previously established pursuant to these regulations shall be collectible until the first day of the first month beginning sixty (60) days from the date of mailing of notice of approval to the tenant [effective prior to the date on which the order is issued,] except as hereinafter provided.

(The rest of this section remains the same.)

9 NYCRR 2202.4 (a) and (c) are repealed and replaced as follows:

(a) Individual Apartment Improvements.

(1) Increase in space, new equipment, new furniture or furnishings; and other adjustments.

(2) An owner is entitled to a temporary rent increase where there has been a reasonable and verifiable modification, other than an increase for which an adjustment may be claimed pursuant to subdivision (b) of this section, of dwelling space, installation of new equipment or improvements, or new furniture or furnishings, provided in or to the tenant's housing accommodation, where the tenant has agreed to such modification or increase and the owner has obtained written informed tenant consent to such rent increase. In the case of vacant housing accommodations, tenant consent shall not be required.

(i) For all work that commenced on or after June 14, 2019, notification of all modifications must be submitted to DHCR for verification. As a part of such verification, an owner shall:

(a) Provide a copy of the written informed tenant consent on an approved DHCR form, when tenant consent is required.

(b) Provide the DHCR with an itemized list of work performed, including a description and/or explanation of the reason or purpose for such work.

(c) Provide the DHCR with photographs of the subject apartment where the work will be completed taken prior to such modification or increase as well as photographs taken after, and showing, the work has been completed. Such photographs must be kept as part of the

owner's permanent records such that the owner must at any future time produce such photographs upon request by an agency with appropriate jurisdiction.

(d) Use a licensed contractor to complete such work. The costs for an individual apartment improvement paid to a person or organization contracted to do the improvement or installation work sharing a common ownership with the owner or managing agent of the subject building or apartment will be disallowed.

(e) Resolve, within the dwelling space, all outstanding hazardous and immediately hazardous violations. In no event shall an owner be permitted to begin collection of any rent increase pursuant to this subdivision while there are any hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes pending against the affected housing accommodation.

(ii) For work commenced on or after June 14, 2019, the recoverable costs incurred by the owner pursuant to this subdivision shall be limited to a total aggregate cost of fifteen thousand dollars ($15,000) that may be expended on no more than three (3) separate individual apartment improvements in any fifteen (15) year period.

(iii) An owner who is entitled to a rent increase pursuant to this subdivision shall not be entitled to a further rent increase based upon the installation of similar equipment, or new furniture or furnishings within the useful life of such new equipment, or new furniture or furnishings.

(iv) Any increases to the maximum rent pursuant to this subdivision shall be temporary and shall be removed from maximum rent thirty (30) years from the date the increase

became effective inclusive of any increases granted by the applicable Rent Guidelines Board that had been calculated based upon such rent increase.

(v) For individual apartment improvements pursuant to this subdivision, the DHCR shall maintain an itemized list of work performed and a description or explanation of the reason or purpose of such work, inclusive of photographic evidence documenting the condition prior to and after the completion of the performed work. Such documentation and any other supporting documentation shall be submitted to the DHCR by the owner within ninety (90) days of the completion of the work, retained in a centralized electronic retention system and made available in cases pertaining to the adjustment of maximum rents.

(vi) Where an owner seeks a temporary individual apartment improvement rent increase pursuant to this subdivision while the unit is occupied, the DHCR shall provide a form for use by the owner, to obtain written informed consent from the tenant that shall include the estimated total cost of the improvement and the estimated monthly rent increase. Such form shall be completed and submitted to the DHCR by the owner within 90 days of the completion of the work and preserved in a centralized electronic retention system. Nothing herein shall relieve an owner, lessor, or agent thereof of his or her duty to retain proper documentation of all improvements performed or any rent increases resulting from said improvements.

(vii) For rent increases pursuant to this subdivision that took effect prior to June 14, 2019, the increase in the monthly maximum rent for the affected housing accommodations when authorized pursuant to this subdivision shall for buildings and complexes containing 35 or fewer housing accommodations be 1/40th of the total cost, including installation but excluding finance charges; and for buildings and complexes containing more than 35

housing accommodations be 1/60th of the total cost, including installation but excluding finance charges.

(viii) For temporary rent increases pursuant to this subdivision effective as of or after June 14, 2019, the temporary increase in the monthly maximum rent for the affected housing accommodations when authorized pursuant to this subdivision shall for buildings and complexes containing 35 or fewer housing accommodations be 1/168th of the total cost, including the cost of installation but excluding finance charges; and for buildings and complexes containing more than 35 housing accommodations be 1/180th of the total cost, including the cost of installation but excluding finance charges.

(c) Temporary major capital improvement rent adjustments.

(1) An owner of a building or building complex that contains more than thirty-five (35) percent rent regulated units may file an application to temporarily increase the maximum rents of the building or building complex on forms prescribed by the DHCR which includes an itemized list of work performed and a description or explanation of the reason or purpose of such work, on one or more of the following grounds:

(i) There has been a major capital improvement, including an installation, which must meet all of the following criteria:

(a) it is deemed depreciable under the Internal Revenue Code, other than for ordinary repairs;

(b) it is essential for the preservation, energy efficiency, functionality or infrastructure of the entire building, including heating, windows, plumbing and roofing, but shall not be for operational costs or unnecessary cosmetic improvements;

(c) it is an improvement to the building or to the building complex which inures directly or indirectly to the benefit of all tenants, and which includes the same work performed in all similar components of the building or building complex, unless the owner can satisfactorily demonstrate to the DHCR that certain of such similar components did not require improvement; and

(d) the item being replaced meets the requirements set forth on the following useful life schedule, except with DHCR approval of a waiver, as set forth in clause (e) of this subparagraph.

Useful Life Schedule for Major Capital Improvements Replacement Item or Equipment Years - Estimated Life

1) Boilers and Burners

(a) Cast Iron Boiler 35

(b) Package Boiler 25

(c) Steel Boiler 25

(d) Burners 20

2) Windows

(a) Aluminum 20

(b) Wood 25

(c) Steel 25

(d) Storm 20

(e) Vinyl 15

3) Roofs

(a) 2-Ply (asphalt) 10

(b) 3-4 Ply (asphalt) 15

(c) 5-Ply (asphalt) 20

(d) Shingle 20

(e) Single-Ply Rubber 20

(f) Single-Ply Modified Bitumen 10

(g) Quarry Tile 20

4) Pointing 15

5) Rewiring 25

6) Intercom System 15

7) Mailboxes 25

8) Plumbing/Repiping

(a) Galvanized Steel 25

(b) TP Copper 30

(c) Brass cold water 15

(d) Fixtures 25

9) Elevators

(a) Major Upgrade.................................... 25

(b) Controllers and Selector 25

10) Doors ....

(a) Apartment Entrance 25

(b) Lobby/Vestibule 15

11) Water Tanks

(a) Metal 25

(b) Wood 20

12) Waste Compactors 10

13) Air Conditioners

(a) Individual Units/Sleeves 10

(b) Central System 15

(c) Branch Circuitry Fixtures 15

14) Siding

(a) Aluminum Siding 25

(b) Vinyl Siding 15

15) Catwalk 25

16) Chimney

(a) Steel 25

(b) Brick 25

17) Courtyards/Walkways/Driveways

(a) Cement 15

(b) Asphalt 10

18) Fire Escapes 25

19) Fuel Oil Tanks

(a) In Vaults 25

(b) Underground 20

20) Water Heating Units

(a) Hot Water/Central Heating 20

(b) Hot Water Heater (Domestic) 10

21) Parapets brick 25

22) Resurfacing Exterior Walls 25

23) Solar Heating System 25

24) Structural Steel 25

25) Television Security 10

For major capital improvements not listed above, the owner must submit evidence with the application that the useful life of the item or equipment being replaced has expired.

(e)

(1) An owner who wishes to request a waiver of the useful life requirement set forth in clause (d) of this subparagraph must apply to the DHCR for such waiver prior to the commencement of the work for which he or she will be seeking a temporary major capital improvement rental increase. Notwithstanding this requirement, where the waiver requested is for an item being replaced because of an emergency, which causes the building or any part thereof to be dangerous to human life and safety or detrimental to health, an owner may apply to the DHCR for such waiver at the time he or she submits the temporary major capital improvement rent increase application.

(2) If the waiver is denied, the owner will not be eligible for a temporary major capital improvement increase. However, if the waiver is granted, the useful life requirement will not be a factor in the determination of eligibility for the temporary major capital improvement rent increase. Approval of the waiver does not assure that the application will be granted, as all other requirements set forth in this subdivision must be met.

(3) An owner may apply for, and the DHCR may grant, a waiver of the useful life requirements set forth in the Useful Life Schedule, if the owner satisfactorily demonstrates the existence of one or more of the following circumstances:

(i) The item or equipment cannot be repaired and must be replaced during its useful life because of a fire, vandalism or other emergency, or "act of God" resulting in an emergency;

(ii) The item or equipment needs to be replaced because such item or equipment is beyond repair, or spare parts are no longer available, or required repairs would cost more than seventy-five (75) percent of the cost of the total replacement of the item or equipment. Certification by a duly licensed engineer or architect, where there is no common ownership or other financial interest with the owner, shall be considered substantial proof of such condition(s). The owner may also be required to submit proof that the item or equipment was properly maintained. Such proof may include receipts for repairs and parts or maintenance logs;

(iii)

(A) An appropriate New York State or local governmental agency has determined that the item or equipment needs to be replaced as part of a government housing program;

(B) If a governmental lender or insurer, for the purposes of qualifying for a New York State or local government long-term loan or insured loan, requires the remaining useful life of the building or building complex, as well as the component parts of such building or building complex, to be as great as or greater than the term of the loan agreement.

(iv) The replacement of an item or equipment which has proven inadequate, through no fault of the owner, is necessary, provided that there has been no major capital improvement rent increase for that item or equipment being replaced.

(4) In the event that the DHCR determines that an installation qualifies for a waiver of the useful life requirements, the DHCR may, subject to all other requirements of this section, and the limitations of the reasonable cost schedule provisions in paragraph (2) of this subdivision:

(i) Where no previous increase was granted within the useful life of the item or equipment being replaced, approve one-hundred (100) percent of the actual, reasonable, and verifiable cost of the item or equipment, including installation;

(ii) Where it is determined that an item is eligible to be replaced during its useful life, grant a temporary increase based on the actual, reasonable, and verifiable cost of the item or equipment, including installation, less both (a) the amount reimbursed from other sources, such as insurance proceeds or any other form of commercial guarantee, and (b) the amount of any increase previously granted for the same item or equipment either as a major capital improvement, or pursuant to other governmental programs, if such item or equipment has not exhausted at least seventy-five (75) percent of its useful life at the time of the installation;

(iii) Where it is determined that an item is eligible to be replaced even though it has not exhausted seventy-five (75) percent of its useful life and that it was installed as part of a substantial rehabilitation or the new construction of a building for which the owner set initial building-wide rents, the DHCR may reduce the increase granted for a major capital improvement by a proportion of the remaining useful life of such item or equipment.

(iv) Where it is determined that an item is eligible to be replaced even though it has not exhausted one-hundred (100) percent of its useful life, but has exhausted more than seventy-five (75) percent of its useful life, the DHCR may reduce the increase granted for a major capital improvement by a proportion of the remaining useful life of such item or equipment.

(f) In no event shall a temporary major capital improvement increase be granted for work done in individual apartments that is otherwise not an improvement to an entire building.

(ii) There has been other necessary work performed in connection with, and directly related to a major capital improvement, which may be included in the computation of an increase in the maximum rent only if such other necessary work was completed within a reasonable time after the completion of the major capital improvement to which it relates. Such other necessary work must:

(a) improve, restore or preserve the quality of the structure and the grounds;

(b) have been completed subsequent to, or contemporaneously with, the completion of the work for the major capital improvement; and

(c) not be for primarily cosmetic improvements or for operational costs.

(iii) With approval by the DHCR, there has been an increase in services or improvement, other than repairs, on a building-wide basis, which the owner can demonstrate are necessary in order to comply with a specific requirement of law.

(iv) With approval by the DHCR, there have been other improvements made or services provided to the building or building complex, other than those specified in subparagraphs (i)-(iii) of this paragraph, with the express consent of the tenants in occupancy of at least seventy-five (75) percent of the rent regulated housing accommodations.

(2) Major Capital Improvement Schedules

(i) The reasonable costs that may be recovered for qualified major capital improvements may not exceed the recoverable costs, as determined by DHCR. In making such determination, DHCR shall, unless for good cause shown or otherwise specified, refer to such reasonable costs as specified in the Reasonable Cost Schedule found in the Reasonable Cost Schedule that is in effect at the time that the contract for work for the major capital improvement was executed.

(ii)The Reasonable Cost Schedule shall provide the recoverable cost of major capital improvements that fall within the following main three categories:

1. Major Systems;

i. The maximum recoverable costs shall be presented for the following classes of work: (a) Plumbing; (b) Gas Re-pipe; (c) Wiring; (d) Windows; (e) Boiler/Burner; (f) Hot Water Heater; (g) Elevator Replacement; and (h) Elevator Modernization.

2. Façade, Parapet, Roof;

i. The maximum recoverable costs shall be presented for the following classes of work: (a) Façade; (b) Parapet; and (c) Roof.

3. Other Systems.

i. The maximum recoverable costs shall be presented for the following classes of work: (a) Chimney; (b) Doors; (c) Security System; and (d) Intercom; and may include such other systems as DHCR may determine.

(iii) Each class of major capital improvement may list more detailed types of capital improvement work. Each class of major capital improvement described in the Schedule may be inclusive of additional costs that can be associated with the type of improvements listed within such class.

(iv) The costs of each type of major capital improvement work will be listed as per unit, per unit of measurement or per piece of equipment, as is appropriate given the nature of the improvement.

(v) The maximum recoverable costs for each type of major capital improvement specified in the initial Reasonable Cost Schedule shall be based on a survey of such construction costs undertaken for such installation.

(a) The maximum recoverable costs listed in the Reasonable Cost Schedule shall be initially published and made available for public review and comment in conjunction with the promulgation process required for adoption of this regulation.

(vi) Periodic Review of Reasonable Cost Schedule:

Every year after adoption of this regulation, DHCR shall assess and review the categories of major capital improvements, the classes of work within categories eligible for major capital improvements and the maximum recoverable costs listed for the types of major capital improvement costs identified in the Reasonable Cost Schedule.

(vii) Procedure:

(a) When applying for a temporary major capital improvement rent increase, owners are required to submit an itemized list of work performed with a description or explanation of the reason or purpose of such work.

(1) Costs may be granted for related expenses that are not specified in the actual schedule, if they are found to be:

(i) within or below the maximum costs for the class of work,

(ii) are necessary for the claimed improvement, and

(iii) eligible for reimbursement as a major capital improvement.

(2) Costs will not be granted for expenses which are ineligible for major capital improvement rent increases.

(3) Only the actual and verifiable amounts expended by owners for qualifying major capital improvement costs will be the basis for any temporary major capital improvement rent increase. Qualifying owners will, therefore, be awarded a temporary major capital improvement rent increase on the lesser of either: (i) the actual amount expended, or (ii) the maximum reasonable cost from the schedule, and such other additional items that are eligible as a major capital improvement but are not listed as part of the Reasonable Cost Schedule.

(b) The schedule provides a maximum of costs that can be granted for eligible major capital improvements. All costs granted for a temporary major capital improvement rent increase must be actual, reasonable, verifiable, and meet all other regulatory requirements.

(viii) Waiver of Application of Reasonable Cost Schedule

(a) Owners may apply for a waiver of application of the Reasonable Cost Schedule. The waiver request will be denied, unless the owner satisfies the waiver requirements provided herein, and the Division finds the waiver of the application of the schedule to be reasonable and warranted under the circumstances set forth in such application.

(b) If an owner's application for a waiver of the reasonable cost schedule is denied, the owner's maximum recoupment shall be limited to that required by the applicable Reasonable Cost Schedule.

(c) Notwithstanding any waiver of the reasonable cost schedule, not all costs claimed for a temporary major capital improvement rent increase may be awarded, as the costs of items

claimed may be disallowed, in whole or in part, pursuant to all other requirements set forth in this section that must be met and fully supported.

(d) Pursuant to the requirements specified below, such application must be fully supported and demonstrate that the claimed costs underlying the temporary MCI rent increase are:

(1) not identified in the Reasonable Cost Schedule, or

(2) necessarily and appropriately priced higher than those costs listed in the Reasonable Cost Schedule due to the unique nature of the installation and the circumstances surrounding such installation, and such costs are accurate, reasonable, necessary, verifiable, and eligible for a rent increase under these circumstances, or

(3) that use of the Reasonable Cost Schedule will cause an undue hardship and the use of alternative procedures are appropriate to the interests of the owner, the tenants, and the public, and the costs of such improvement are accurate, reasonable, necessary, verifiable, and eligible for a rent increase under the circumstances.

(e) Owners must request a waiver of the use of the Reasonable Cost Schedule in writing and accompany the application with the information and documentation as specified in subparagraph (x) of this paragraph.

(ix) Requirements for Waiver under Specific Circumstances

(a) At the time of the initial application for a temporary major capital improvement rent increase, an owner must apply for a waiver of application of the Reasonable Cost Schedule.

Such application shall include all necessary requirements set forth in subparagraph (viii) of this paragraph and must also meet the following requirements:

(1) Non-Landmarked Buildings (Buildings not designated by the Landmark Commission):

(i) A licensed engineer or architect must certify that:

(A) the major capital improvement costs for which an owner seeks a temporary major capital improvement rent increase are accurate and reasonable under the circumstances; and

(B) there is no common ownership or other financial interest between the contractor installing the replacement or upgrade and the ownership entity of the owner; and

(c) a bid process was conducted and supervised by a licensed architect or engineer.

(2) Landmarked Buildings (Buildings designated by the Landmark Commission):

The costs beyond those permitted by the reasonable cost schedule that were the result of any law, regulation, rule, or requirement under which the premises have been designated a landmark building.

(3) Capital Improvement Work Performed While Also Under Another Governmental Agency's Supervision:

DHCR may also accept the cost of contract where:

(i) the building is subject to both (a) the Rent Stabilization Law, and (b) another housing program, and

(ii) the contract is approved by or awarded under the supervision of a state, city or local housing entity in conjunction with that affordable housing program, and

(iii) such supervision includes a process by which such supervising agency reviews the costs to assure they are reasonable.

(4) Emergency Capital Improvements:

DHCR may also accept the cost of contract where capital improvements were performed to remedy an emergency condition and for which the owner paid more than the reasonable costs due to such emergency. The costs must be actual, reasonable, necessary, verifiable, and eligible for a rent increase under the circumstances.

(5) Interim Rules:

(i) An owner may apply for a waiver of application of the Reasonable Cost Schedule if, prior to the effective date of this subparagraph (ix), it has either:

(A) entered a contract for the performance of major capital improvement work within two years immediately preceding January 27, 2021, the final adoption date of Emergency Regulation HCR 26-20-00012, or

(B) submitted to DHCR an application for a temporary major capital improvement rent increase.

(ii) The recoverable costs will be determined according to the applicable Reasonable Cost Schedule and these provisions, but the owner need not submit evidence of compliance with the bidding requirements set forth in clause (b) of subparagraph (x); owner may instead submit for

review alternative means of establishing the reasonableness of the major capital improvement costs sought to be recovered.

(iii) For pending major capital improvement applications, an owner was required to make this waiver application within 60 days of June 16, 2020, unless in the context of processing the major capital improvement application the owner was directed by DHCR to submit an application for waiver.

(x) Waiver Procedure:

As part of the written Waiver application for non-emergency capital improvements, owners must submit the following:

(a) A certification by a licensed architect or engineer stating that:

(1) The purchases and contracts, whose costs owner seeks to recover have been awarded on the basis of analysis and bidding to the fullest extent possible, but with no less than three bidders having been solicited to perform the work unless the owner can demonstrate that the work is so highly specialized that such bids cannot be extended;

(2) List of items for which owner solicited bids were necessary;

(3) The costs claimed by owner for the major capital improvement work are accurate and reasonable, provided that the architect or engineer's basis for such conclusion is fully and credibly supported;

(4) All changes to the original agreed upon scope of work were necessary to the underlying major capital improvement and reasonably priced;

(5) The owner selected the lowest responsible bidder or the bidder best suited to perform the major capital improvement work, provided that the architect or engineer's basis for such conclusion is credibly supported; and

(6) Such other and additional proof as DHCR may require to ascertain the need for the waiver and the certification of such reasonable, necessary, verifiable, and eligible costs.

(b) Certification by owner that it has complied with bid process requirements including submission of:

(1) Tabulation of all bids received; and

(2) Copies of all bids received; and

(3) A certification by each bidder disclosing whether the owner or any board member, general partner, officer or employee of owner, and/or principal or employee of any managing agent retained by owner, has a direct or indirect interest in the bidder or in the compensation to be received by the bidder pursuant to the proposed contract. Failure to accurately and fully complete this certification may result in the rejection of the bid for purposes of determining owner's application for waiver of the use of the Reasonable Cost Schedule, as well as rejection and a dismissal of the major capital improvement application; and

(4) Detailed description of the items for which owner initially solicited bids.

(c) A certification by the owner's architect or engineer certifying the necessity, appropriateness, and reasonableness of the costs of all changes to the original agreed upon scope of work that were performed in connection with the major capital improvement, along with a description of the changes in the scope, price, or time of completion of the work related to each change order.

(xi) For Emergency Capital Improvement MCI Applications:

The owner must submit a statement from an independent engineer or architect describing the emergency, why the costs were greater than those in the schedule, that the costs were reasonable for the situation, and why the owner could not obtain three bids in a timely manner due to the exigent circumstances.

(xii) Notice:

As part of the MCI application process, any request by an owner for a waiver of application of the Reasonable Cost Schedule shall be made available to the tenants of the subject building(s) with an opportunity to comment on and contest the waiver.

(xiii) Operational Bulletin

The initial Operational Bulletin 2020-1 including all amendments, shall be issued pursuant to this paragraph. The Operational Bulletin 2020-1 and all amended versions shall be available in hardcopy form at 92-31 Union Hall Street, Jamaica, Queens, New York, and will be available on DHCR's website at www.hcr.ny.gov.

(3) Improvements or installations for which the DHCR may grant applications for temporary rent increases based upon major capital improvements pursuant to paragraph (1) of this subdivision are described on the following Schedule. Other improvements or installations that are not included may also qualify, where all requirements of Section 2202.4 (c) of this Title have been met.

SCHEDULE OF MAJOR CAPITAL IMPROVEMENTS

1. AIR CONDITIONER - new central system; or individual units set in sleeves in the exterior wall of every housing accommodation; or, air conditioning circuits and outlets in each living room and/or bedroom (SEE REWIRING).

2. ALUMINUM SIDING - installed in a uniform manner on all exposed sides of the building (SEE RESURFACING).

3. BOILER AND/OR BURNER - new unit(s) including electrical work and additional components needed for the installation.

4. BOILER ROOM - new room where none existed before; or enlargement of existing one to accommodate new boiler.

5. CATWALK – complete replacement.

6. CHIMNEY - complete replacement, or new one where none existed before, including additional components needed for the installation.

7. COURTYARD, DRIVEWAYS AND WALKWAYS - resurfacing of entire original area within the property lines of the premises.

8. DOORS - new lobby front entrance and/or vestibule doors; or entrance to every housing accommodation, or fireproof doors for public hallways, basement, boiler room and roof bulkhead.

9. ELEVATOR UPGRADING - including new controllers and selectors; or new electronic dispatch overlay system; or new elevator where none existed before, including additional components needed for the installation.

10. FIRE ESCAPES – complete new replacement including new landings.

11. GAS HEATING UNITS - new individual units with connecting pipes to every housing accommodation.

12. HOT WATER HEATER - new unit for central heating system.

13. INTERCOM SYSTEM - new replacement; or one where none existed before, with automatic door locks and pushbutton speakerboxes and/or telephone communication, including security locks on all entrances to the building.

14. MAILBOXES - new replacements and relocation from outer vestibule to an area behind locked doors to increase security.

15. PARAPET - complete replacement.

16. POINTING AND WATERPROOFING - as necessary on exposed sides of the building.

17. REPIPING - new hot and/or cold water risers, returns, and branches to fixtures in every housing accommodation, including shower bodies, and/or new hot and/or new cold water overhead mains, with all necessary valves in basement.

18. RESURFACING OF EXTERIOR WALLS - consisting of brick or masonry facing on entire area of all exposed sides of the building.

19. REWIRING: - new copper risers and feeders extending from property box in basement to every housing accommodation; must be of sufficient capacity (220 volts) to accommodate the installation of air conditioner circuits in living room and/or bedroom.

20. ROOF - complete replacement or roof cap on existing roof installed after thorough scraping and leveling as necessary.

21. SOLAR HEATING SYSTEM - new central system, including additional components required for the system.

22. STRUCTURAL STEEL - complete new replacement of all beams including footing and foundation.

23. TELEVISION SYSTEM - new security monitoring system including additional components required for the system.

24. WASTE COMPACTOR - new installation(s) serving entire building.

25. WASTE COMPACTOR ROOM - new room where none existed before.

26. WATER SPRINKLER SYSTEM (FOR FIRE CONTROL PURPOSES) - new installation(s).

27. WATER TANK - new installation(s).

28. WINDOWS - new framed windows.

(4) Any temporary increase pursuant to paragraph (1) of this subdivision shall be 1/144 of the total cost for a building with thirty-five or fewer housing accommodations, or 1/150 of the total cost for a building with more than thirty-five housing accommodations, for any determination issued by DHCR after June 14, 2019, and such temporary increase shall be removed from the maximum rent thirty (30) years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board. For increases pursuant to subparagraphs (1) (iii) and (iv) of this subdivision, in the discretion of the DHCR, an appropriate charge may be imposed in lieu of an amortization charge when an amortization charge is insignificant or inappropriate.

(5)

(i) A temporary major capital improvement increase is fixed to the unit and such increase shall be collectible prospectively on the first day of the first month beginning sixty (60) days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments.

(ii) The temporary major capital improvement increase is added to the maximum rent as a temporary increase and will be removed from the maximum rent thirty (30) years from the date the increase became effective inclusive of any increases granted by the local rent guidelines board. The DHCR shall issue a notice to the owner and all the tenants sixty (60) days prior to the end of the temporary major capital improvement increase and shall include the initial approved increase and the total amount to be removed from the maximum rent inclusive of any increases granted by the applicable rent guidelines board as referenced by section 2202.1 of this Title.

(iii) Such temporary increases shall not be collectible during the term of a lease then in effect, unless a specific provision in the tenant's lease authorizes an increase during its term pursuant to an order issued by the DHCR.

(iv) The collection of such temporary increases shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. In no event shall more than one two-percent increase in the maximum rent pursuant to paragraph (1) of this subdivision be collected in the same year, provided, however, that upon a vacancy, the owner may temporarily increase the rent to the full temporary major capital improvement increase amount.

(v) In addition, for any rent increases due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019, an owner may not collect more than two percent in any year from any tenant in occupancy on the date the major capital improvement was approved, provided the tenant has entered into a renewal lease commencing on or after June 14, 2019, or is or was entitled to receive a renewal lease on or after such date. In such event, the adjusted limit on collectability shall take effect on the first anniversary of the date on which the increase became collectible to occur after such lease renewal.

(vi) An increase pursuant to paragraph (1) of this subdivision shall not be collectible from a tenant to whom there has been issued a currently valid senior citizen or disability rent increase exemption pursuant to section 26-509 of the Administrative Code of the City of New York, to the extent such increase causes the maximum rent of the housing accommodation to exceed one third of the aggregate disposable income of all members of the household residing in the housing accommodation.

(6) The determination of the appropriate adjustment of a maximum rent shall take into consideration all factors bearing on the equities involved, subject to the general limitation that the adjustment can be put into effect without dislocation and hardship inconsistent with the purposes of the RSL, and including as a factor a return of the actual, reasonable, and verifiable cost to the owner, limited to the reasonable cost schedule in paragraph (2) of this subdivision and exclusive of interest or other carrying charges, and the increase in the rental value of the housing accommodations.

(7) DHCR may issue, upon an owner application, an advisory prior opinion pursuant to section 2209.8 of this Title, as to whether the proposed work qualifies for an increase in the maximum rent.

(8) No increase pursuant to paragraph (1) of this subdivision shall be granted by the DHCR, unless an application is filed no later than two years after the completion of the installation or improvement unless the applicant can demonstrate that the application could not be made within two years due to delay, beyond the applicant's control, in obtaining required governmental approvals for which the applicant has applied within such two-year period.

(9) An increase for an improvement made pursuant to paragraph (1) of this subdivision shall not be granted by the DHCR to the extent that, after a plan for the conversion of a building to cooperative or condominium ownership is declared effective, such improvement is paid for out of the cash reserve fund of the cooperative corporation or condominium association. However, where prior to the issuance of an order granting the increase, the funds taken from the reserve fund are returned to it by the sponsor or holder of unsold shares or units or through a special assessment of all shareholders or unit owners, the increase may be based upon the actual, reasonable and verifiable cost of the improvement. Nothing in this paragraph shall prevent an owner from applying for, and the DHCR from granting, an increase for such improvement to the extent that the cost thereof is otherwise paid for by an owner.

(10) Any temporary major capital improvement increase granted pursuant to paragraph (1) of this subdivision shall be reduced by an amount equal to (i) any governmental grant received by the landlord, where such grant compensates the landlord for any improvements required by a city, state or federal government, an agency or any granting governmental entity to be expended for improvements and (ii) any insurance payment received by the landlord where such insurance payment compensates the landlord for any part of the costs of the improvements. Low interest loans or repayable subsidies shall not be considered grants for the purposes of this paragraph.

(11) Rent adjustments pursuant to paragraph (1) of this subdivision shall be allocated as follows: The DHCR shall determine the dollar amount of the monthly rent adjustment. Such dollar amount shall be divided by the total number of rooms in the building. The amount so derived shall then be added to the rent chargeable to each housing accommodation in accordance with the number of rooms contained in such housing accommodation.

(12) When determining the adjustment of maximum rents pursuant to paragraph (1) of this subdivision, where the subject building contains commercial rental space in addition to residential rental space, and the DHCR determines that such commercial space benefits from the improvement, DHCR shall allocate the approved costs between the commercial rental space and the residential rental space based upon the relative square feet of each rental area.

(13) The DHCR shall not grant an owner's application for a rental adjustment pursuant to paragraph (1) of this subdivision, in whole or in part, if after review by DHCR, it is determined that the owner is not maintaining all required building wide services, or that there are outstanding hazardous, immediately hazardous, or other similar violations of any municipal, county, State or Federal law, including the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes. Certain tenant caused violations may be excepted. A tenant’s repeated failure to provide access to remediate a violation may result in the violation being considered to be tenant caused.

(i) An owner application, pursuant to paragraph (1) of this subdivision, may be rejected if it is determined that there are one or more unresolved applicable violations. A rejected application may be refiled within sixty (60) days which shall stay the two-year filing requirement provided in paragraph (8) of this subdivision and preserve the original filing date. In the absence of good cause

shown, a rejected application that is refiled outside of the sixty (60) day period will not retain the original filing date.

(ii) A timely refiled application pursuant to paragraph 13(i) of this subdivision, that has not addressed the outstanding violations placed against the building or has had new violations placed against the building in the interim period since rejection, will again be denied without leave to refile within sixty (60) days.

(iii) Prior to the issuance of a determination, the DHCR shall review and determine if one or more violations have been issued and not corrected to the subject building during the processing of an owner application pursuant to paragraph (1) of this subdivision. The owner will be allowed sixty (60) days to correct such violation(s). In the absence of good cause shown, failure to correct the violation(s) within the allotted time shall result in a denial of the application.

(iv) DHCR shall retain the ability and right where appropriate to all penalties and violations at any other time during the pendency of such application.

(14) In the case of an improvement constituting a moderate rehabilitation as defined in section 5-02 of title 28 of the Rules of the City of New York, an owner may elect that the total cost for such improvement be deemed to be the amount certified by the Office of Tax Incentive Programs of HPD in the certificate of eligibility and reasonable cost issued by such office with respect to such improvement. Such election shall be binding on the DHCR and shall waive any claim for a rent increase by reason of any difference between the total cash paid by the owner and such lesser certified amount.

(15) Where an application for a temporary major capital improvement rent increase has been filed, a tenant shall have sixty (60) days from the date of mailing of a notice of a proceeding in which to

answer or reply. The DHCR shall provide any responding tenant with the reasons for the DHCR's approval or denial of such application.

(16) Where during the processing of a rent increase application filed pursuant to paragraph (1) of this subdivision, tenants interpose answers complaining of defective operation of the major capital improvement, the complaint may be resolved in the following manner:

(i) Where municipal sign-offs (other than building permits) are required for the approval of the installation, and the tenants' complaints relate to the subject matter of the sign-off, the complaints may be resolved on the basis of the sign-off, and the tenants referred to the approving governmental agency for whatever action such agency may deem appropriate.

(ii) Where municipal sign-offs are not required, or where the alleged defective operation of the major capital improvement does not relate to the subject matter of the sign-off, the complaint may be resolved by the affidavit of an independent licensed architect or engineer that the condition complained of was investigated and found not to have existed, or if found to have existed, was corrected. Such affidavit, which shall be served by the DHCR on the tenants, will raise a rebuttable presumption that the major capital improvement is properly operative. Tenants may only rebut this presumption based on persuasive evidence, for example, a counter affidavit by an independent licensed architect or engineer, or an affirmation by 51 percent of the complaining tenants.

(**a**) General requirements. There must be no common ownership, or other financial interest, between such architect or engineer and the owner or tenants. The affidavit shall state that there is no such relationship or other financial interest. The affidavit must also contain a statement that the architect or engineer did not engage in the performance of any work, other than the investigation, relating to the conditions that are the subject of the affidavit. The affidavit submitted must contain

the signature and professional stamp of the architect or engineer.- DHCR may conduct follow-up inspections randomly to ensure that the affidavits accurately indicate the condition of the premises. Any person or party who submits a false statement shall be subject to all penalties provided by law.

(iii) At the discretion of the DHCR, the DHCR may inspect the major capital improvement to determine whether the installation was conducted in a workmanlike manner or the work was sufficiently comprehensive so as to benefit all tenants.

(17) The DHCR shall annually inspect and audit no less than twenty-five percent of applications for a temporary major capital improvement increase that have been submitted and approved. Such process shall include individual inspections and document review to ensure that owners complied with all obligations and responsibilities under the law for temporary major capital improvement increases. Inspections shall include in-person confirmation that such improvements have been completed in such way as described in the application.

9 NYCRR § 2202.13 subdivision (a) is repealed and replaced, subdivision (b) is repealed and subdivisions (c), (d) and (e) are renumbered (b), (c) and (d) as follows:

(a) As of June 14, 2019, fuel pass-along to tenants under rent control is prohibited. Notwithstanding any other provision of law, rule, regulation, charter or administrative code, tenants of housing accommodations which are subject to rent control under this chapter shall not be subject to a fuel adjustment or pass-along increase in rent and any such increase to such tenant shall be null and void.

[(a) Increases or decreases in heating fuel costs, based on findings promulgated by the Division of Housing and Community Renewal for heating fuel price increases and decreases, inclusive of sales and excise taxes and standards for consumption thereof for all types of heating fuels, shall be the bases for rent adjustments; provided, however, no increase shall be authorized unless a report, certification and notice, upon forms prescribed by the administrator, have been served upon the tenant, and the report, with prescribed schedules and proof of service, filed with the Division of Housing and Community Renewal. No increase shall be effective or collectible prior to January 1, 1980.

(b) Such report shall contain a certified statement by the landlord:

(1) of the amount of heating fuel delivered in the calendar year immediately prior to the filing of the report;

(2) of the type of fuel used, and the total number of rooms in the building;

(3) that he has been maintaining and will continue to maintain all essential services provided;

(4) that no rent reduction order based upon landlord's failure to provide heat or hot water has been in effect during the prior 12 months;

(5) listing any funds received with respect to housing accommodations from any governmental grant program compensating such landlord for fuel price increases during the period for which an adjustment is obtained pursuant to this section;

(6) that the landlord shall provide such other information as the agency may require; and

(7) in order to qualify for rent increases for any individual housing and accommodations, where the maximum collectible rent, plus the cumulative rent adjustments pursuant to this section, is equal to or exceeds the maximum base rent, plus the cumulative amounts calculated as the annual fuel cost adjustments for such housing accommodations, pursuant to the applicable provisions of paragraphs (c)(1)-(2), (d)(1)-(2) of this section, a separate certification that, on information and belief, he will not be earning an amount in excess of the statutory 8½ percent return, computed in accordance with section Y51-5.0g(1)(a) of the Rent Law, after collection of the rent increase prescribed under this section for that housing accommodation, with respect to one or more buildings serviced by a single heating plant.]

[(c)] (b) Renumbered only

[(d)] (c) Renumbered only

[(e)] (d) Renumbered only

9 NYCRR § 2202.16 (e) is amended as follows:

(e) the administrator may order a decrease of the maximum rent based on an approved conversion from master metering of electricity, with the cost of electricity included in the rent, to individual metering of electricity, with the tenant paying separately for electricity, and is in amounts set forth in a Schedule of Rent Reductions for different-sized rent controlled housing accommodations included in Operational Bulletin [2003-1] 2014-1 governing electrical conversions issued pursuant to this section and section 2209.8 of this Title by DHCR, 92-31 Union Hall Street, Jamaica, Queens, New York, and available at DHCR's website at [www.dhcr.state.ny.us] www.nyshcr.org (www.hcr.ny.gov), and determined as follows:

(1) Direct Metering. Where the conversion is to direct metering of electricity, with the tenant purchasing electricity directly from a utility, such Schedule of Rent Reductions is based on the median monthly cost of electricity to tenants derived from data from the United States Census Bureau's "[2002] New York City Housing and Vacancy Survey," as tabulated by the New York City Rent Guidelines Board, 1 Centre Street, Suite 2210 [51 Chambers Street, Suite 202], New York, New York, and available on its website at rentguidelinesboard.cityofnewyork.us [www.housingnyc.com]. The charge for electricity is not part of the maximum rent and is not subject to this Subchapter. The resolution of any dispute arising from the billing or collection of such charge is not within the jurisdiction of the city rent agency. A conversion to direct metering is required to include rewiring the building unless the owner can establish that rewiring is unnecessary.

(2) Submetering. Where the conversion is to submetering of electricity, with the tenant purchasing electricity from the owner or a contractor retained by the owner, who purchases electricity from a utility at the bulk rate, such Schedule of Rent Reductions is based on the median monthly cost of electricity to tenants derived from data from the United States Census Bureau's "[2002] New York City Housing and Vacancy Survey," as tabulated by the New York City Rent Guidelines Board, 1 Centre Street, Suite 2210 [51 Chambers Street, Suite 202], New York, New York, and available on its website at rentguidelinesboard.cityofnewyork.us [www.housingnyc.com], adjusted to reflect the bulk rate for electricity plus a reasonable service fee for the cost of meter reading and billing, based on the maximum estimated fee included in the Residential Electric Submetering Manual revised October 2001, published by the New York State Energy Research and Development Authority, 17 Columbia Circle, Albany, New York, and available on its website at www.nyserda.org, and reflected in Operational Bulletin 2014-1 [2003-

1]. The owner or contractor retained by the owner is not permitted to charge the tenant more than the bulk rate for electricity plus a reasonable service charge for the cost of meter reading and billing. The charge for electricity as well as any related service surcharge is not part of the maximum rent and is not subject to this Subchapter. The resolution of any dispute arising from the billing or collection of such charge or surcharge is not within the jurisdiction of the city rent agency. A conversion to submetering does not require rewiring the building provided the owner submits an affidavit sworn to by a licensed electrician that the existing wiring is safe and of sufficient capacity for the building.

(3) Recipients of Senior Citizen Rent Increase Exemptions (SCRIE) or Disability Rent Increase Exemptions (DRIE): For a tenant who on the date of the conversion is receiving a SCRIE or DRIE authorized by section 26-405(m) of the City Rent and Rehabilitation Law, the rent is not reduced and the cost of electricity remains included in the rent, although the owner is permitted to install any equipment in such tenant's housing accommodation as is required for effectuation of electrical conversion pursuant to this subdivision.

(i) After the conversion, upon the vacancy of the tenant, the owner, without making application to the city rent agency, is required to reduce the maximum rent for the housing accommodation in accordance with the Schedule of Rent Reductions set forth in Operational Bulletin 2014-1 [2003-1], and thereafter any subsequent tenant is responsible for the cost of his or her consumption of electricity, and for the legal rent as reduced, including any applicable major capital improvement rent increase based upon the cost of work done to effectuate the electrical conversion.

(ii) After the conversion, if a tenant ceases to receive a SCRIE or DRIE, the owner, without making application to the city rent agency, may reduce the rent in accordance with the Schedule

of Rent Reductions set forth in Operational Bulletin 2014-1 [2003-1], and thereafter the tenant is responsible for the cost of his or her consumption of electricity, and for the legal rent as reduced, including any applicable major capital improvement rent increase based upon the cost of work done to effectuate the electrical conversion, for as long as the tenant is not receiving a SCRIE or DRIE. Thereafter, in the event that the tenant resumes receiving a SCRIE or DRIE, the owner, without making application to the city rent agency, is required to eliminate the rent reduction and resume responsibility for the tenant's electric bills.

(4) Every three years, upon the publication of a new New York City Housing and Vacancy Survey, and tabulation of the survey data by the New York City Rent Guidelines Board, DHCR shall issue a new Operational Bulletin governing electrical conversions setting forth rent reductions based on the new survey data, and shall move to amend the regulations to incorporate by reference the new Operational Bulletin, the new New York City Housing and Vacancy Survey, and Rent guidelines Board tabulation. At such time as New York State Energy Research and Development Authority issues a new Residential Electric Submetering Manual setting forth a new maximum estimated submetering service fee, DHCR shall move to amend the regulations to incorporate that document by reference.

9 NYCRR § 2202.25 is amended as follows:

Where all tenants occupying a housing accommodation on June 19, 1997 have permanently vacated such housing accommodation, and a primary-resident family member of such vacating tenant or tenants (first successor) is entitled to and continues to occupy the housing accommodation subject to the protections of this Subchapter, as provided in section 2204.6 of this Title, and thereafter permanently vacates, as defined in section 2204.6 of this Title, the housing accommodation, if such accommodation continues to be subject to the Rent Law and

this Subchapter after such first successor vacates, and a primary-resident family member (second successor) is entitled to and continues to occupy the housing accommodation subject to the protections of this Subchapter, as provided in section 2204.6 of this Title, the maximum collectable rent shall be increased by a sum equal to the allowance then in effect for vacancy leases for housing accommodations subject to the Rent Stabilization Law of Nineteen Hundred Sixty-Nine, including the amount allowed by paragraph 5-a of subdivision c of section 26-511 of such Law. Such increase shall be in addition to any other increases provided for in this Subchapter, including adjustments pursuant to section 2202.4 of this Part, and shall be applicable in like manner to the maximum collectible rent that may be charged each second subsequent succeeding family member.

9 NYCRR § 2202.27 is amended as follows:

Where a landlord acts as a provider of a utility service (including, but not limited to electricity, gas, cable, or telecommunications), the landlord may collect surcharges which shall not be part of the maximum rent[,] and shall not be subject to this Subchapter.

<u>As of June 14, 2019, fuel pass-along to tenants under rent control is prohibited. Notwithstanding any other provision of law, rule, regulation, chapter or administrative code, tenants of housing accommodations which are subject to rent control under this chapter shall not be subject to a fuel adjustment or pass-along increase in rent and any such increase to such tenant shall be null and void.</u>

9 NYCRR § 2203.4 is amended to read as follows:

Where, since the filing of the registration statement for any housing accommodation, there has been a change in the identity of the landlord, by transfer of title or otherwise, and no notice of

such change has been filed, the successor landlord shall file a notice, on a form provided for that purpose, [on or before June 1, 1962 or] within 15 days after the change[, whichever is later]. In addition to any other address, the owner shall provide an actual, physical street address from which it conducts business and where the owner or an agent is authorized to accept service of documents, subpoenas or requests. In the absence of such form, DHCR may serve all notices on the last registered owner or in any proceeding where the owner has appeared whether in a rent control or rent stabilized administrative proceeding, at such address given in the proceeding.

9 NYCRR § 2204.3 (a) and (c) is amended to read as follows:

(a) Except where the ground for removal or eviction of a tenant is nonpayment of rent, no tenant shall be removed or evicted from a housing accommodation by court process, and no action or proceeding shall be commenced for such purpose upon any of the grounds stated in section 2204.2 of this Part, unless and until the landlord shall have given written notice to the tenant and to the [district rent office] Division of Housing and Community Renewal, Office of Rent Administration, Gertz Plaza, 92-31 Union Hall Street, Jamaica, New York 11433 as hereinafter provided.

(c) Within 48 hours after the notice is served upon the tenant, an exact copy thereof, together with an affidavit of service, shall be filed with the [district rent office.] Division of Housing and Community Renewal, Office of Rent Administration, Gertz Plaza, 92-31 Union Hall Street, Jamaica, New York 11433. In computing such 48-hour period, any intervening Saturday, Sunday or legal holiday shall be excluded.

9 NYCRR § 2204.4 is amended as follows:

(e)

(1) Except as otherwise provided in paragraph (2) of this subdivision, whenever compliance with the relocation requirements of this section is directed by or required pursuant to these regulations as a condition for the granting of a certificate of eviction, the landlord shall provide suitable relocation for the tenant at the same or lower rent in a closely proximate area, or in a new residential building if constructed on the site, in which case suitable interim housing shall be provided at no additional cost to the tenant; plus in addition to reasonable moving expenses, payment of a $5,000 stipend, provided the tenant vacates on or before the vacate date required by the final order.

(i) In the event a comparable housing accommodation is offered by the owner, a tenant may file an objection with the DHCR challenging the suitability of a housing accommodation offered by the owner for relocation with 10 days after the owner identifies the housing accommodation and makes it available for the tenant to inspect and consider the suitability thereof. Within 30 days thereafter, the DHCR shall inspect the housing accommodation, on notice to both parties, in order to determine whether the offered housing accommodation is suitable. Such determination will be made by as promptly as practicable thereafter. In the event that the DHCR determines that the housing accommodation is not suitable, the tenant shall be offered another housing accommodation, and shall have 10 days after it is made available by the owner for the tenant's inspection to consider its suitability. In the event that the DHCR determines that the housing accommodation is suitable, the tenant shall have 15 days thereafter within which to accept the housing accommodation. A tenant who refuses to accept relocation to any housing accommodation determined by the DHCR to be suitable shall lose the right to

relocation by the owner, and to receive payment of moving expenses or any stipend. "Suitable housing accommodations" shall mean housing accommodations which are similar in size and features to the respective housing accommodations now occupied by the tenant. Such housing accommodations shall be freshly painted before the tenant takes occupancy and shall be provided with substantially the same essential services and equipment the tenants received in their prior housing accommodations. The building containing such housing accommodations shall be free from violations of law recorded by the City agency having jurisdiction, which constitute fire hazards or conditions dangerous or detrimental to life or health, or which affect the maintenance of essential services. The DHCR will consider housing accommodations proposed for relocation which are not presently subject to rent regulation, provided the owner submits a contractual agreement that places the tenant in a substantially similar housing accommodations at no additional rent for a period of six years, unless the tenant requests a shorter period in writing.

[Where the landlord and tenant are unable to agree as to the suitability of a housing accommodation offered to a tenant for relocation, the administrator, in determining whether such offered accommodation is suitable, shall give due consideration to the following factors:

(a) the physical condition and facilities of the offered housing accommodation and the adequacy of neighborhood facilities. No accommodation shall be found to be suitable unless:

(1) it is located in an area reasonably accessible to the tenant's place of employment or business and generally not less desirable in regard to community and commercial facilities than the area in which the tenant then resides;

(2) the building containing such accommodation:

(i) is free from violations of law, recorded by a city agency having jurisdiction, which constitute fire hazards or conditions dangerous or detrimental to life or health or which affect the maintenance of essential services; and

(ii) has central heat and central hot water;

(3) such accommodation is decent, safe and sanitary and generally not less desirable than the housing accommodation then occupied by the tenant;

(4) such accommodation contains:

(i) kitchen facilities for the exclusive use of the tenant's family; and

(ii) a fully enclosed bathroom equipped with a washbasin, toilet facilities and a bathtub or shower; and

(5) such accommodation:

(i) has adequate light and ventilation, with a window in all rooms except where approved mechanical ventilation is a lawful substitute; and

(ii) contains adequate space for the occupants without overcrowding.]

Notwithstanding the foregoing provisions of this clause where a tenant to be relocated is the sole occupant of a rooming house accommodation or a single-room occupancy accommodation, an accommodation in a licensed rooming house offered to such tenant may be deemed to be suitable, provided such rooming house accommodation meets the requirements detailed in this section [of subclauses (1), (2), (3) and (5) of this clause]; and

([b]a) the tenant's ability to pay the rent for the offered accommodation. Where an owner provides relocation of a tenant to a suitable housing accommodation at a rent in excess of

that for the subject housing accommodation, in addition to the tenant's reasonable moving expenses, the owner may be required to pay the tenant a stipend equal to the difference in rent, at the commencement of the occupancy by the tenant of the new housing accommodation, between the subject housing accommodation and the housing accommodation to which the tenant is relocated, multiplied by 72 months, provided the tenant vacates on or before the vacate date required by the final order.

[No accommodation shall be found to be suitable unless the rent therefor is reasonably within the financial means of the tenant. In general, a gross annual rental for an offered accommodation shall be presumed to be reasonably within the tenant's financial means if such rental does not exceed the tenant's then rental, or 20 percent of the tenant's gross family income, whichever is higher; provided, however, that:

(1) where the tenant establishes that a gross annual rental below such 20-percent standard is in excess of his financial means, the administrator may determine that the offered accommodation is not suitable for the tenant unless, in addition to any stipend payable to the tenant pursuant to these regulations, the landlord pays to the tenant a sum equal to the amount by which the gross annual rental for the offered accommodation, over a period of two years, exceeds 125 percent of the gross annual rental, over a period of two years, for the tenant's then accommodations; and

(2) the administrator may determine that the offered accommodation is suitable, notwithstanding that the gross annual rental therefor is in excess of such 20-percent standard, if the administrator finds, after due consideration of the tenant's circumstances, that such rental is reasonably within the financial means of the tenant.

(ii) No housing accommodation shall be found to be suitable unless the administrator determines:

(a) that the building containing such accommodation is not located in an area which is being formally considered or has been approved as the site of a proposed public improvement or publicly assisted project, whether public or private, by any city agency authorized to make reports or recommendations or act with respect to the approval of such site for such purposes; or

(b) that such building, although located in such an area, will not be required, for the purpose of constructing or carrying out such improvement or project, to be demolished or to be altered or improved in such manner as to interfere with occupancy by the tenant.]

(2) Notwithstanding any provision of paragraph (1) of this subdivision to the contrary, there shall be no relocation requirement where:

(i) the tenant is a single person under the age of 60 years who is the sole occupant of a rooming house accommodation or a single-room occupancy accommodation, and such occupancy has continued for less than six months prior to the date of the filing of the application for a certificate of eviction;

(ii) the tenant's housing accommodation is occupied by three persons or less and the maximum monthly rent therefor, as of January 1, 1961, was $200 or more; or

(iii) the tenant's housing accommodation is occupied by four persons or more and the maximum monthly rent therefor, as of January 1, 1961, was $ 250 or more.

(3) Whenever compliance with the stipend requirements of this section is directed by or required pursuant to these regulations, the landlord shall pay the applicable stipend hereinafter provided for in this paragraph to each tenant who moves or rents another

accommodation after the date of the filing of the application, and prior to the withdrawal or final denial of such application, and such payment shall be made within five days from the date of the tenant's removal. The payment of such stipend shall be made on the basis of the following schedule:

(i) For other than rooming house tenants or single room occupants (except as provided in subparagraphs (iii) and (iv) of this paragraph): in addition to the tenant's moving expenses, pay the tenant a stipend which shall be the difference between the tenant's current rent and the average rent for vacant non-regulated apartments as set forth in the New York City Housing Vacancy Survey as of the date of the determination. This difference is to be multiplied by 72 months. The stipend shall be increased each year by the guideline adjustment as set forth by the New York City Rent Guidelines Board for a one year lease beginning the first year after the vacancy report is issued and continuing until a new vacancy report is issued.

[Number	Self-relocated	Landlord-relocated
1-3	$ 450	$ 200
4	$ 600	$ 300
5 or more	$ 750	$ 400]

[(ii) For rooming house tenants or single-room occupants (except as otherwise provided in subparagraph (v) of this paragraph):

	Self relocated	Landlord- relocated
(a) sole occupant under 60 years of age	$100	$ 50
(b) sole occupant 60 years of age or over	$150	$ 75
(c) family with no children under 16 years		

of age	$ 150	$ 75
(d) family with one or more children under 16 years of age	$ 450	$ 200

(iii) For three-person or less family units whose monthly rent as of January 1, 1961 was from $ 200 to $ 249.99, inclusive, the stipend is $ 300. No stipend is required to be paid where such rent was $ 250 per month or more.

(iv) For four-person or more family units whose monthly rent as of January 1, 1971 was from $ 250 to $ 299, inclusive, the stipend is $ 400. No stipend is required to be paid where such rent was $ 300 per month or more.

(v) Notwithstanding any provision in this section to the contrary, where a tenant under the age of 60 years is the sole occupant of a rooming house accommodation or of a single-room occupancy accommodation, and such occupancy has not continued for more than six months prior to the date of the filing of the application, he shall not be entitled to the payment of any stipend.

(vi) Tenants who, with or without landlord assistance, move into public housing or publicly aided housing are deemed to be self-relocated for the purpose of this paragraph.]

(4) Where a housing accommodation is occupied by more than one tenant, the stipend required to be paid pursuant to paragraph (3) of this subdivision shall be paid to each tenant in proportion to the space personally occupied by him and members of his household.

(5) Where a housing accommodation is sublet, the stipend or stipends required to be paid pursuant to paragraph (3) of this subdivision shall be allocated between the prime tenant and the subtenants, on such basis as the administrator shall determine to be appropriate,

with due regard for such factors as space personally occupied by the prime tenant and the subtenants and the duration of the unexpired term of the subtenants' tenancy.

(6) Wherever a stipend would result in the tenant losing a subsidy or other government benefit which is income dependent, the tenant may elect to waive the stipend and have the owner at his or her own expense, relocate the tenant to a suitable housing accommodation at the same or lower legal regulated rent in a closely proximate area.

(7) In the event that the tenant dies prior to the issuance by the DHCR of a final order granting the owner's application, the owner shall not be required to pay such stipend to the estate of the deceased tenant.

(f) Whenever compliance with stipend requirements of this section is directed by or pursuant to these regulations, the landlord shall deposit in escrow with his attorney a sum of money sufficient to pay the prescribed stipend to:

(1) each tenant in the building or structure who is still in occupancy on the 10th day prior to the expiration of the applicable waiting period; and

(2) each tenant who had previously vacated after the application was filed by the landlord and who has not already received payment of the stipend.

The escrow deposit shall be conditioned upon the payment of the stipend within five days from demand for payment after the tenant's removal from the premises. Proof of payment of the applicable stipends and/or compliance with the requirements of the foregoing provisions of this subdivision shall be filed no later than five days before the expiration of the waiting period.

(g) No application for a certificate of eviction shall be granted under sections 2204.7, 2204.8 and 2204.9(a)(2) and (4) of this Part, unless the administrator determines, after a hearing, that:

(1) there is no reasonable possibility that the landlord can make a net annual return of 8 1/2 percent of the assessed valuation of the subject property without recourse to the eviction sought; and

(2) neither the landlord nor immediate predecessor in interest has intentionally or willfully managed the property to impair the landlord's ability to earn such return.

(h) The effectiveness of any certificate of eviction or of any order granting a certificate of eviction pursuant to sections 2204.7, 2204.8 and 2204.9(a)(2) and (4) of this Part, shall be suspended, and no tenant may be evicted pursuant to such certificate or order, unless and until the requirements of subdivision (g) of this section have been complied with and the commissioner issues an order reinstating the effectiveness of any certificate of eviction or any order granting a certificate of eviction suspended by chapter 1022 of the Laws of 1974, as amended by chapter 360 of the Laws of 1975. The relief granted in this subdivision shall take effect notwithstanding the pendency of any judicial proceeding or appeal.

(i) The provisions of subdivisions (g) and (h) of this section shall not apply to an application under section 2204.7 or 2204.8 of this Part where the alteration, remodeling or construction of a new building is to be aided by interest reduction payments under section 236 of the National Housing Act.

(j) The provisions of this section shall apply to all certificates of eviction issued pursuant to these regulations, unless otherwise specified.

(k) Where the administrator's order granting the owner's application is conditioned upon the owner's compliance with specified terms and conditions, if such terms and conditions have not been complied with, or if DHCR determines that the owner has not proceeded in good faith, the order may be modified or revoked.

(l) Noncompliance by an owner with any term or condition of the administrator's order granting the owner's application may result in DHCR initiating its own enforcement proceeding. The DHCR shall retain jurisdiction for this purpose until all of the terms and conditions in the administrator's order granting the owner's application have been met and the project described in the owner's application has been completed. Subsequent owners shall be bound by the terms and conditions of DHCR's order. This clause shall not be deemed to eliminate any remedy or claim that a tenant of the dwelling unit may otherwise have against the owner nor eliminate any independent authority that DHCR may be able to exercise by law or regulation.

(m) An owner's failure to comply within a reasonable time with any term or condition of the administrator's order granting the owner's application or an owner's failure to complete the project described in the owner's application may be found to be a violation of the Administrative Code of the City of New York and the City Rent and Evictions Regulations and subject to any of the penalties and remedies described therein including but not limited to revocation of the administrator's order granting the owner's application and DHCR's continued jurisdiction under the Administrative Code of the City of New York over the building or any subsequent construction. Any remedies and penalties prescribed by this Code shall apply to and be binding against subsequent owners.

9 NYCRR § 2204.5 (a) and (b) are amended to read as follows:

(a) A certificate shall be issued where the landlord seeks in good faith to recover possession of a housing accommodation because of immediate and compelling necessity for [his] their own personal use and occupancy as their primary residence, or for the use and occupancy of [his] their immediate family as their primary residence; provided, however, that this section shall permit recovery of only one housing accommodation and shall not apply where a member of the household lawfully occupying the housing accommodation is 62 years of age or older, has been a tenant in a housing accommodation in that building for [20] 15 years or more, or has an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment; provided, further that a tenant required to surrender a housing accommodation by virtue of the operation of subdivision g or h of section 26-408 of the administrative code of the city of New York shall have a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding a proposed use of the housing accommodation. In any action or proceeding brought pursuant to this subdivision a prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees. As used in this subdivision, the term *immediate family* includes only a spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, or daughter-in-law of the landlord.

(b) Where the housing accommodation is located in a structure or premises which contains more than two housing accommodations, and the housing accommodations or structure or premises are owned by two or more persons not constituting a cooperative corporation or association ([husband and wife] spouses as owners being considered one owner for this purpose), no certificate can be issued pursuant to this Part or section 5 of the State Rent Act. [The prohibition contained in this subdivision shall not apply where the co-owners stand in the relationship of *immediate family* as defined in subdivision (a) of this section.]

9 NYCRR § 2204.6 (d) (1) and is amended and new subparagraph (d)(3)(iv) is added as follows:

(d) (1) Unless otherwise prohibited by occupancy restrictions based upon income limitations pursuant to federal, state or local law, regulations or other requirements of governmental agencies, notwithstanding the provisions of subdivision (a) of this section, the city rent agency shall not issue an order granting a certificate of eviction, and any member of the tenant's family, as defined in paragraph (3) of this subdivision, shall not be evicted under this section where the tenant has permanently vacated, as defined in paragraph (3) of this subdivision, the housing accommodation and such family member has resided with the tenant in the housing accommodation as a primary residence for a period of no less than two years, or where such person is a "senior citizen" or a "disabled person," as defined in paragraph (3) of this subdivision, for a period of no less than one year, immediately prior to the permanent vacating of the housing accommodation by the tenant, or from the inception of the tenancy or commencement of the relationship, if for less than such periods.

* * *

(3) For the purposes of this subdivision:

(iv) A tenant shall be considered to have permanently vacated the subject housing accommodation when the tenant has permanently ceased residing in the housing accommodation. The continued payment of rent by the tenant or the signing of renewal leases shall not preclude a claim by a family member as defined in paragraph (3) of this subdivision in seeking tenancy.

9 NYCRR § 2206.7(e) is amended as follows:

(e) for some purpose other than those specified above for which the removal of the tenant was sought and the landlord has filed to use the vacated premises for such purposes: the tenant required to surrender a housing accommodation for the reasons set forth in this section shall have a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against the landlord; such landlord shall, unless for good cause shown, be liable to the tenant for three times the damages sustained on account of such removal, plus reasonable attorney's fees and costs as determined by the court, provided the tenant commences such action within three years from the expiration of the applicable time period as set forth in this section. The damages sustained by the tenant under this section shall be the difference between the rent paid for the housing accommodation from which the tenant was evicted and the rental value of a comparable housing accommodation on the open market. In addition to any other damage, the cost of removal of the tenant's property shall be a lawful measure of damages. The remedy herein provided for shall be in addition to those provided for in any other section of these regulations. Such acts and omissions on the part of a landlord after issuance of a certificate of eviction are hereby declared to be inconsistent with the purposes for which such certificate of eviction was issued.

9 NYCRR § 2208.9 is amended as follows:

Where [a regulation is amended] a provision of this Code is amended or an applicable statute is enacted or amended during the pendency of a PAR, the determination shall be in accordance with the [amended regulation] statute or Code as it existed at the time the rent administrator's order was issued, unless the relevant law or regulation states otherwise.

9 NYCRR § 2211.2 is repealed.

9 NYCRR § 2211.3 is repealed.

9 NYCRR § 2211.4 is repealed.

9 NYCRR § 2211.5 is repealed.

9 NYCRR § 2211.6 is repealed.

9 NYCRR § 2211.7 is repealed.

9 NYCRR § 2211.8 is repealed and replaced with the following:

§ 2211.8 Jurisdictional authority

(a) Effective June 14, 2019, high rent high income deregulation pursuant to the City Rent and Rehabilitation Law sections 26-403(e)(2)(j) and 26-403.1, otherwise repealed by Chapters 36 and 39 of the Laws of 2019, is no longer applicable. Any apartment that was lawfully deregulated pursuant to the City Rent and Rehabilitation Law sections 26-403(e)(2)(j) and 26-403.1 shall remain deregulated, notwithstanding that such sections were repealed pursuant to Chapters 36 and 39 of the Laws of 2019. For the purposes of this subdivision, lawful deregulation shall be defined as the issuance of an order by the DHCR pursuant to City Rent and Rehabilitation Law sections 26-403(e)(2)(j) and 26-403.1, which were repealed by Chapters 36 and 39 of the Laws of 2019 and the expiration of any time period contained in such order establishing the date of deregulation which expired prior to June 14, 2019.

(b) Effective June 14, 2019, no further high rent high income deregulation proceedings pursuant to this Title may be commenced, and all pending applications shall be dismissed as not subject to deregulation. For the purposes of this subdivision, an application shall not be considered pending if the subject housing accommodation was lawfully deregulated pursuant to such application prior to June 14, 2019, and such lawful deregulation is subject to review as of June 14, 2019 in a Court of competent jurisdiction, before the commissioner pursuant to a petition for administrative review, or before the rent administrator subsequent to a remand for further consideration by the either the commissioner or a court.