ACCESS and KEYS

A Landlord's Right to Access an Apartment
in Emergencies and for Repairs
and
Keys and Key Fob Systems
Laws and Best Practices

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Itkowitz PLLC
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A Landlord's Right to Access a Tenant's Apartment in Emergencies and for Repairs

Laws and Best Practices

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I. A LEASE IS MORE THAN JUST A CONTRACT; IT IS ALSO A CONVEYANCE, A GRANT OF EXCLUSIVE POSSESSION OF A BOUNDED SPACE

When you lease a residential apartment to a tenant in New York City, you are *conveying* property to them, although on a temporary basis, and you are contracting to give them **exclusive use of a bounded space**.[1]

The transfer of absolute possession and control differentiates a lease from a license or any other property-related arrangement.[2] A "lease" grants exclusive possession of designated space to a tenant, usually for a specified rental rate and term, subject to certain rights reserved by the lessor. If the agreement affords the occupant exclusive possession of the premises as against the entire world, including the owner, it is a lease.[3] Some of the typical elements of a lease are: (a) a fixed term, (b) fixed rental amounts, (c) a clearly delineated premises, (d) a grant of exclusive use of the subject premises, and (e) exclusive control by the occupants over subject premises.[4]

In other words, you cannot just go back in to the apartment whenever you feel like it, because in a very real and very legal sense, the apartment belongs to the tenant. Having said that, the apartment is also part of a building, which is owned by the owner and in which many other New Yorker's live. It is, therefore, impossible to expect that a landlord would be permanently prevented from entering the apartment. Imagine in there is a leak coming from Apartment 3F, pouring into an Apartment 2F. The landlord must go in and fix the leak and the tenant must allow the landlord in. But what if there is not yet an emergency, what are a landlord's rights and a tenant's responsivities regarding access?

This booklet discusses when and under what circumstances a landlord can legally enter a leased residential premises in New York City.

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[1] *219 Broadway Corp. v. Alexander's, Inc.*, 46 N.Y.2d 506 [1979].

[2] *Feder v. Caliguira*, 8 NY2d 400, 404 [1960].

[3] *C C Vending, Inc. v. Berkeley Educational Services. of New York, Inc.*, 74 AD3d 559 [1st Dept 2010] (plaintiff concessions operator had a license, not a lease, because he had "no control over defendant's premises" and "no tangible interest in the property").

[4] *Davis v. Dinkins*, 206 AD2d 365 [2nd Dept 1994]; *Miller v. City of New York*, 15 NY2d 34 [1964]; *City of New York v. Pennsylvania R. Co.*, 37 NY2d 298 [1975]; *Statement, Inc. v. Pilgrim's Landing, Inc.*, 49 AD2d 28 [4th Dept 1975].

II. AN OWNER'S RIGHT TO ACCESS A RESIDENTIAL APARTMENT IN A MULTIPLE DWELLING

In this section, we explore the basic rules about an owner's right to access a residential apartment in a multiple dwelling (a building with three or more units).

A. Statute Regarding Access

1. The Statute

As always, the best place to start any legal inquiry is by looking at the statute that relates to your question. Owner's right to access a residential apartment contained within a multiple dwelling is governed by the New York City, N.Y., Rules, Tit. 28, § 25-101 (Owner's Right of Access and Requirements for Notification) and states:

> (a)(1) Owner to give notice. Where an owner or his or her representative seeks access to a dwelling unit, suite of rooms or to a room, under the provisions of §27-2008 in order to make an inspection for the purpose of determining whether such places are in compliance with the provisions of the multiple dwelling law or the administrative code, such owner or representative shall notify the tenants not less than **twenty-four hours** in advance of such time of inspection.
>
> (2) Where an owner or his or her representative seeks access to make improvements required by law or to make repairs to a dwelling unit, suite of rooms or to a room, such owner or representative shall give written notice to the tenant not less than **one week** in advance of the time when the improvements or repairs are to be started, except where otherwise provided in paragraph (3) of this subdivision.
>
> (3) Where an owner or his or her representative seeks access to make repairs
>
> > (i) that are urgently needed to a dwelling unit, suite of rooms or a room, as in the case where a class C violation of the Housing Maintenance Code has been issued, except where such class C violation is for the existence of a lead-based paint hazard, or
> >
> > (ii) in the case of an emergency where repairs are immediately necessary to prevent damage to property or to prevent injury to persons, such as repairs of leaking gas piping or appliances, leaking water piping,

stopped-up or defective drains, leaking roofs, or broken and dangerous ceiling conditions,

such owner or representative shall not be required to provide written advance notice, but shall be required to notify the tenant or tenants by such actions as telephone, email, or by knocking on the occupant's door at a reasonable time when he or she would be expected to be present.

(4) Where an owner or his or her representative must make a repair in a public area or other area of a dwelling that may result in an interruption of essential services such as utilities (heat, hot water, cold water, gas, electricity, or elevator) that is expected to continue for more than two hours, the owner or his or her representative shall provide written notice to the tenants by posting a notice in a prominent place within the public part of the building and on each floor of such building at least twenty-four hours prior to such interruption. However, if such interruption is not expected to continue for more than two hours or is due to emergency repairs that were not anticipated and must begin immediately, advance notice is not required, provided that notice shall be posted as soon as possible if such work continues for two or more hours. Such notice shall identify the service to be interrupted, the type of work to be performed, the expected start and end dates of the service interruption, and shall be updated as necessary. Such notice shall be provided in English, Spanish, and such other language as the owner deems necessary to adequately provide notice to the tenants. Such notice shall remain posted until the interruption of essential services interruption ends. A sample notification form is provided in these rules.

(b) Notices to be in writing. Where an owner is required to give notice in advance of seeking access to a dwelling unit, suite of rooms or to a room, as required by subdivision (a) of this section, such notice shall be in writing, dated, and shall contain a statement of the nature of the improvement or repairs to be made, unless specifically stated otherwise in these rules.

(c) Authorization to be in writing. Where a representative of an owner seeks access to a dwelling unit, suite of rooms, or rooms, the authorization of the owner shall be in writing and the representative shall exhibit such authorization to the tenant when access is requested.

(d) Hours when access to be permitted. Except as provided in paragraph (3) of subdivision (a) of this section, access to a dwelling unit, suite of rooms, or rooms, shall be limited to the hours between nine antemeridian and five post-meridian, unless otherwise agreed to by the tenant. Access shall not be required on Saturdays, Sundays or legal holidays, unless otherwise agreed to by the tenant, except as provided in paragraph (3) of subdivision (a) of this section.

Sample Notification Form for Interruption of Essential Services
NOTICE OF INTERRUPTION OF SERVICES
Please be advised that due to repair work in the building located at _____, there will be an interruption in the following building services:
heat hot water cold water gas electricity elevator
The interruption in service is expected to begin on _____ and to end on _____.
The repair work is for the purpose of _____
AVISO DE INTERUPCION DE SERVICIOS
Por favor tenga en cuenta que debido a reparaciones en el edificio localizado en _____ _____, habra una interrupcion en los siguientes servicios del edifico:
Calefaccion Agua Caliente Agua Fria Gas Electricidad Elevador
La interrupcin en servicio se espera comenzar en _____ y terminar en _____.
El trabajo de reparacion es para el proposito de _____

[Emphasis supplied.]

I put the full text of long statutes in my materials when I think they are very important and that people – both real estate professionals and tenants – should read them. Sorry, the law is words, not emojis. In any event, now let us unpack this important statute.

2. Unpacking the Statute – Three Different Types of Access: Inspections, Repairs, Emergencies and Form of Notice

The statute anticipates three different types of access. First, it talks about access for inspections, which require twenty-four hours' notice. Second, it talks about access for repairs, which requires a week's notice.

The notice called for is very specific. The notice must be "in writing, dated, and shall contain a statement of the nature of the improvement or repairs to be made…". The hours access is permitted are between 9:00 am and 5:00 pm on weekdays, excluding holidays.

Third, the statute talks about emergency situations, which require no written advanced notice. In such cases, the person seeking access "shall be required to notify the tenant or tenants by such actions as telephone, email, or by knocking on the occupant's door at a reasonable time when he or she would be expected to be present."

Also, any representative of an owner needs to be able, upon demand by the tenant, to exhibit an authorization by owner, authorize their access.

There is a fourth section of the statute that discusses repairs in public areas, which is beyond the scope of our topic. I leave the full text of that portion of the statute in above anyway.

B. Rent Stabilized Tenants Have Further Rights Regarding Access

When the landlord seeks access to a Rent Stabilized unit in New York City for the purpose of an inspection or a showing, tenant must first be afforded at least five days' advance notice (actually ten, if served by mail) so that the parties may attempt to arrange a mutually convenient appointment.[5] Here is the statute:

> RSC § 2524.3. Proceedings for eviction--wrongful acts of tenant.
>
> [A]n action or proceeding to recover possession of any housing accommodation may only be commenced … upon one or more of the following grounds, wherein wrongful acts of the tenant are established as follows:
>
> (e) The tenant has unreasonably refused the owner access to the housing accommodation for the purpose of making necessary repairs or improvements required by law or authorized by the DHCR, or for the purpose of inspection or showing the housing accommodation to a prospective

[5] 9 NYCRR § 2524.3(e).

> purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein; provided, however, that in the latter event such refusal shall not be a ground for removal or eviction unless the tenant shall have been given at least five days' notice of the inspection or showing, to be arranged at the mutual convenience of the tenant and owner so as to enable the tenant to be present at the inspection or showing, and that such inspection or showing of the housing accommodation is not contrary to the provisions of the tenant's lease or rental agreement. If the notice of inspection or showing is served by mail, then the tenant shall be allowed five additional days to comply, for a total of 10 days because of service by mail, before such tenant's refusal to allow the owner access shall become a ground for removal or eviction.

C. A Lease Provision Regarding Access

Of course, a lease can always make those requirements *more* stringent, so check your leases.

D. Going into a Tenant's Apartment Without Tenant's Consent – Just Don't.

There is always a risk when you enter an apartment without the tenant's consent. If the tenant is not there, the tenant could say that your vendor took his original Picasso (I am not being facetious; I have actually know tenants who kept original Picassos in their apartments).

Landlords – put yourself in tenant's position here. Imagine the shock of a stranger opening the door to your home? Under such circumstances, it is not hard to imagine all kinds of bad consequences.

My sincere advice to landlords, after many years in this business, is to never enter an apartment without a tenant's consent unless there is a serious emergency.

III. WHEN A RENT STABILIZED TENANT DENIES ACCESS EVEN AFTER PROPER NOTICE IS GIVEN

A Rent Stabilized tenant's unreasonable refusal to permit the landlord access to the unit to make necessary repairs or improvements required by law, or to show the unit to prospective purchasers or mortgagees, is a ground for termination.[6]

If tenant fails or refuses to provide access, then depending on the terms of the parties' lease agreement, the landlord may need to serve a ten-day written notice to cure the violation.[7] If the breach continues thereafter, the landlord may issue a termination notice at least seven calendar days prior to the intended termination date.[8]

Upon the expiration of the termination notice, Landlord can then bring a summary holdover proceeding against tenant in Housing Court. **As a practical matter, most such holdovers end with tenant stipulating to provide access, under the scrutiny of the Housing Court judge.** If tenant defaults under such stipulation, the stipulation should provide for the case to be restored to the court's calendar for further relief.

IV. ATTEMPTS AT ACCESS ASSOCIATED WITH COURT OR ADMINISTRATIVE PROCEEDINGS

A. HP Proceedings and Tips for Documenting Attempts to Gain Access to an Apartment

The concept of "Access" becomes a big deal in Housing Court – both in residential nonpayment proceedings (where the tenant claims not to be paying the rent due to warranty of habitability issues) and in Housing Part "HP" Proceedings (where the tenant is taking the landlord in to court to get repairs). Landlords must understand the importance of keeping and documenting the circumstances of appointments for access to repair bad conditions in an apartment.

Here are some tips for documenting attempts at access. Please feel free to add more during the presentation!

- If there is an online system for tenants to request repairs and the landlord to arrange access and dispatch repair people, then use the system carefully and make sure you keep all the records created by the system.

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[6] 9 NYCRR § 2524.3(e).

[7] 9 NYCRR § 2524.3(a); *B.A. Associates Equities Corp. v. Baez*, NYLJ, Jan. 6, 1993, p. 25, col. 2 [Civ. Ct., Kings County].

[8] 9 NYCRR § 2524.2(c)(2).

- Send letters, certified letters, and/or emails to tenant requesting access as per the above statute; and affix a copy of the request on the door in a sealed envelope and take a picture of the letter taped to the door.

- Document all your attempts to get in. Take pictures or video of the failed attempts at access.

- Save contractor receipts that show the attempts as well.

- If the matter is very contentious, have your lawyer contemporaneously prepare an affidavit for the super and/or vender to sign regarding their attempts to gain access.

B. <u>DHCR Decreased Services Proceedings and an "Access Inspection"</u>

If a Rent Stabilized tenant believes that a landlord is not providing services in her apartment of building as required by law, she can file an ""'Application For A Rent Reduction Based Upon Decreased Services - Individual Apartment " (a Decreased Services") complaint. This might result in an order for the landlord to repair conditions in the apartment and a rent reduction to the last registered rent before the last rent increase (a "Rent Reduction Order").

If a Rent Reduction Order has issued and if landlord has attempted, but has been unable to obtain access to the apartment to correct the service or equipment deficiency, the landlord can notify DHCR of this fact and request an "Access Inspection" (See DHCR Fact Sheet 14).[9] DHCR may then direct a DHCR inspector to accompany the landlord or the landlord's agent to the apartment to determine whether such access is being provided. As stated in DHCR Fact Sheet 14:

> In order for the DHCR to coordinate the inspection, the owner should indicate that access has been denied in the response submitted to the DHCR and should include copies of two letters to the tenant attempting to arrange for access. **Each of the letters must have been mailed at least eight days prior to the date proposed for access, and must have been mailed by certified mail, return receipt requested.** Exceptions to such requirements for inspection may be permitted under emergency conditions, where special circumstances exist, or pursuant to court order.
>
> …If the owner's answer is relevant to the determination, DHCR may send a copy to the tenant who is given a specified amount of time to respond. DHCR may schedule an inspection during the processing of the application.

[9] http://www.nyshcr.org/Rent/FactSheets/orafac14.pdf

> …The owner's timeline to respond depends upon the nature of the complaint. A copy of the tenant's application/complaint is sent to the owner and the owner is given a specified amount of time in which to respond. At all times, DHCR may grant an owner a reasonable extension of time to respond. **The tenant's service complaint will be denied or the owner's rent restoration application will be granted, where a tenant fails to provide access at the time arranged by the DHCR for an inspection.**
>
> [Emphasis supplied.]

Let us look at an example of a DHCR proceeding where the tenant didn't keep appointment for DHCR no-access inspection. In *Deadwyler*, DHCR Adm. Rev. Docket No. FN210005RT (2/8/18), April 23, 2018, LVT Number: #28341, a Rent Stabilized tenant complained of a reduction in services. The District Rent Administrator ("DRA") ruled for tenant and reduced her rent. The DRA later granted landlord's application to restore rent. Tenant appealed and lost. Tenant claimed that the bathroom ceiling condition still existed. But the DHCR had scheduled a "no-access" inspection on Jan. 11, 2017. Tenant failed to keep the scheduled appointment while the DHCR inspector, the building manager, and the super were present with tools and materials ready to make repairs. Tenant telephoned the DHCR inspector to cancel the inspection because she would be at work, **but the inspector informed her that a no-access inspection can't be canceled. Unlike regular inspections, no-access inspections involve multiple parties and often require extensive preparation on behalf of the owner and its employees or contractors.** Rescheduling imposes burdens on parties other than the tenant. Tenant therefore must make the utmost effort to ensure that access for the repairs is provided on the date of the inspection, and could have anyone of suitable age available at the apartment to provide access. The DRA properly accepted the results of the no-access inspection and restored tenant's rent.

Contrast that with a DHCR proceeding where a landlord didn't appear at DHCR no-access inspection. In *Samaroo/JHB*, DHCR Adm. Rev. Docket No. EX610048RO (9/15/17) November 28, 2017, LVT Number: #28043, a Rent Stabilized tenant complained of a reduction in services. The DRA ruled for tenant and reduced her rent. Landlord appealed and lost. Landlord claimed that tenant wasn't entitled to a rent reduction because its contractors were willing and able to repair the leaks tenant complained about but that tenant refused to provide access. The DHCR found that landlord proved it sent tenant notice requesting repairs. But landlord didn't appear with its repair person at the later no-access inspection scheduled by the DHCR. So tenant's rent was properly reduced.

V. FREQUENT REASONS TENANTS GIVE FOR NOT ALLOWING ACCESS AND THEIR LEGALITY

I get asked often about two excuses for tenants not wanting to allow access, and neither reason is legitimate.

A. "I'll do the repairs myself and bill you."

Sometimes tenant says, *"I'll do the repairs myself and bill you."* Tenant cannot do her own repairs and bill the landlord. The authority for this comes from the contract between the landlord and the tenant – the lease. Most leases will say that tenant cannot build in, add to, change or alter the apartment in any way.

The above rule might not hold true, however, if landlord refuses to do required work in the apartment. A leading case here is *Mengoni v. Passy*, 254 AD2d 203 [1st Dept 1998]. In this case, the landlord brought an action seeking to evict rent controlled tenant, based on tenant's replacement of kitchen and bathroom appliances and fixtures without landlord's prior consent. The Civil Court, New York County dismissed the petition and awarded tenant punitive damages. The landlord appealed. The appellate court held that tenant's actions did not constitute substantial breach of no alterations clause of lease because landlord failed to respond to tenant's repeated complaints and demands to have items fixed, warranting tenant's actions.

B. "I need to see the contractor's license."

Sometimes tenant says, *"I need to see the contractor's license and/or Identification."* I cannot find any authority that gives tenant a right to ask for a contractor's license before allowing them to enter the apartment. In fact, I found a DHCR proceeding where a tenant was not allowed to challenge repairs that the landlord did on the basis that the contractor was unlicensed. *In The Matter of the Administrative Appeal of Joann Brown*; DHCR Admin. Rev. Dckt. No. PK210080RT (3/12/02); LVT Number: 15801.

VI. WHEN OWNER NEEDS ACCESS FOR BUILDING-WIDE WORK, WHICH WILL BE HIGHLY DISRUPTIVE AND WHICH WILL TAKE A LONG TIME – A CASE STUDY

I represented a client in an interesting case.[10] The building was in Queens and there was a structural problem. The bricks on a load-bearing wall were cracking. Owner had a reputable licensed engineer engaged, who had rendered a report about the crack and a licensed contractor lined up to repair the problem. Four Rent Stabilized tenants of the building would be severely disrupted by the work. For a period of six-weeks, at least, they would need a support beam to shore up their living rooms and contractors would be in and out of their units constantly. Three of the four tenants had agreed to move temporarily, while the work was occurring. The fourth tenant was not only refusing to move temporarily, he was refusing to communicate. The LNY member hired me to work on the matter.

The first thing I did was speak with the engineer. He assured me that the condition was not life threatening. Nevertheless, it would become life threatening if not addressed in the next few years.

I reviewed the New York City Department of Buildings ("DOB") application filed by the contractor. The application indicated that tenants would NOT need to be displaced during the work. I asked the engineer about this, and he agreed that the tenants could remain in place during the work. If the tenants remained in place during the work, however, then (a) the work would take longer and cost more and (b) the tenants would be living through very unpleasant circumstances.

I always start every project with the end in mind. I had to answer the question, if I cannot bring the parties to a mutually beneficial settlement, what do I have to do? What is my endgame? What is my leverage? I did a Legal Project Management analysis and determined that if the tenant did not allow access, that the proper next step legally would not be the typical drill, i.e. to serve tenant with a notice to cure a lease default, followed by (if the default remained uncured) a notice of termination of the tenancy, and a summary holdover proceeding in Housing Court. That procedure works just fine most of the time. I determined, however, that it was inappropriate here for a few reasons.

First, owner did not really want to terminate this man's long-term Rent Stabilized tenancy. That was not the goal. The goal was access. I did not wish to start the matter by terminating the tenancy. Second, the Supreme Court has broader powers than the Housing Court. Here, I would be seeking an injunction allowing owner access over a long period of time and for some serious work.

The situation I needed to avoid was as follows. The tenant, in response to a Housing Court order obtained after a long drawn out process, allows access for the first few days or weeks of the work. Then, at a crucial stage in this structural work, one day

[10] Some details changed to protect the member's privacy.

the tenant refuses access to the workers, halting the project and causing all kinds of problems. Then I am left going back, after a default notice, into Housing Court to wait in line, while this critical work remains half done. *THAT, was the situation I was trying to avoid.* I instinctively felt like Supreme was the place to be. The problem, however, is that seeking an injunction in Supreme Court would be extremely expensive for the owner. The goal, of course, was to avoid litigation.

Therefore, I wrote a very carefully drafted letter to the tenant. In my letter, I was very open about the situation, including the engineer's report and the DOB application for a permit. Many owners seem to resist sharing information with tenants, even when, as here, the information is a matter of public record. The DOB application was obviously available online, as was the engineer's report, which was on file with the Landmarks Preservation Commission.

In my letter, I included an "Access Agreement". A Legal Aid attorney would have trouble improving upon my Access Agreement. Owner would pay a licensed mover to move tenant to a newly refurbished apartment within the building. Owner would pay for moving tenant's cable as well. Tenant's rent would be $0 while he was out of his unit. Owner acknowledged that tenant was not in any way relinquishing his rights to the apartment or his rights under Rent Stabilization. A construction manager would be made available to tenant during the relocation. Owner agreed to pay for tenant's move back to the apartment when the work was done.

In my letter, I strongly encouraged the tenant to bring the letter to an attorney or to his local Legal Aid office. It was essential to me that this tenant be represented. Without a tenant lawyer involved, no agreement to move a Rent Stabilized tenant for major construction is enforceable anyway.

Unfortunately, the tenant still maintained radio silence. I sent a follow up letter, explaining to the tenant that owner was not going to let the building crumble, just because he was being recalcitrant. I again encouraged him to go see Legal Aid, and told him that I would soon have to sue him in Supreme Court.

Thankfully, Legal Aid popped up. They had my letters and my Access Agreement. Nevertheless, they began on a frosty note, noting that the DOB application did not require tenant relocation. I responded with a long email, acknowledging that the tenant had a right to stay, even if would make his life and owner's very difficult. I implored them, however, to review my draft Access Agreement and the circumstances of this matter carefully. I also asked them what they expected me to do if one morning, during the project, the contractor knocked on tenant's door and he, for whatever reason, refused to let the contractor's in. Then we would all be in Supreme Court on an emergency application anyway. This owner was doing everything right. He was trying to fix an ailing building, at great expense. The tenant would be moved to a better apartment in his own building, his rights to his apartment were well preserved, the work would go faster if he was moved. "Please", I asked nicely (always a good legal

strategy), “can you work with your client and with the owner and me to achieve a mutually beneficial solution?”

It took time. More time than we had hoped. But we got it done. Tenant wanted his kitchen sink glazed or replaced while the apartment was empty. He also wanted his shower tile fixed, a paint job, and some special work done on his built-in shelving unit. Legal Aid tinkered with my Access Agreement. The move was tricky because the tenant had decades of stuff in the apartment. These were small prices to pay, however, for peace and for getting this important structural work done.

Although the process took longer than my owner-client would have liked it to, it probably was quicker than court would have been and it was far less expensive and far less painful for all involved then litigation would ever be.

VII. THE HOUSING MAINTENANCE CODE REQUIREMENT TO PAINT APARTMENTS EVERY THREE YEARS AND ACCESS

A landlord must regularly paint a tenant’s apartment. This area is governed by the New York City Housing Maintenance Code (“HMC”) § 27-2013 (Painting of public parts and within dwellings). Note that while the HMC, in general, applies to all dwellings, certain sections of the painting section of the law apply ONLY to multiple dwellings, which means three or more residential units.

It is common, however, to find apartments that have not been painted for many years. It is also common to find tenants who prefer that the landlord not come in to paint. The landlord, however, must paint.

The painting statute, therefore, gives rise to a lot of push and pull around the issue of access, which is why I include it in this booklet.

Here are some key takeaways from the “painting statute”:

- In a multiple dwelling, landlord must paint every three years.

- The lease can shorten this requirement, so be careful if you are cutting and pasting from some other lease! The lease can NOT lengthen the requirement.

- Landlord can get out of the three-year-paint-job if ONE month prior to the expiration of the three year cycle the landlord and tenant agree that the painting requirement can be extended. In that case, the extension can be for up to two years. This needs to be in a separate agreement, however, not part of a lease. I assume this provision is there in case tenants do not want the hassles that come along with a paint job.

- The landlord of a multiple dwelling is required to keep and maintain records relating to the refinishing of public parts and dwelling units showing when

such parts were last painted or papered or covered with acceptable material and who performed the work. Such records shall be open to inspection by the department, and shall be submitted to the department upon request.

ABOUT THE AUTHOR

Michelle Maratto Itkowitz is the owner and founder of Itkowitz PLLC and has been practicing landlord and tenant litigation (both complex-residential and commercial) in the City of New York for over twenty years. Michelle represents BOTH tenants and landlords and her core competencies include: Rent Stabilization and DHCR Matters; Rent Stabilization and Regulatory Due Diligence for Multi-Family Properties; Rent Stabilization Coverage Analysis for Tenants; Sublet, Assignment, and Short Term Leasing Cases (like Airbnb!); all kinds of Residential Tenant Representation; Good Guy Guaranty Litigation; Co-op Landlord and Tenant Matters; Loft Law Matters; De-Leasing Buildings for Major Construction Projects; Emotional Support Animals in No-Pets Buildings; and Co-Living.

Michelle publishes and speaks frequently on landlord and tenant law. The groups that Michelle has written for and/or presented to include: Lawline.com, Lorman Education Services, Rossedale CLE, The New York State Bar Association, Real Property Section, The Long Island Chapter of the National Appraisal Institute, The Columbia Society of Real Estate Appraisers, LandlordsNY, The Association of the Bar of the City of New York, Thompson Reuters, The Cooperator, and Argo University.

Michelle regularly creates and shares original and useful content on landlord and tenant law, including via booklets, blogs, videos, and live presentations. As the “Legal Expert” for LandlordsNY.com, the first social platform exclusively for landlords and property managers, Michelle answers member's questions, guest blogs, and teaches. Michelle developed and regularly updates a seven-part continuing legal education curriculum for Lawline.com entitled "New York Landlord and Tenant Litigation". Over 20,000 lawyers have purchased Michelle’s CLE classes on Lawline.com (a labor of love for which Michelle gets not a dime) and the programs have met with the highest reviews. Michelle co-authors a chapter on lease remedy clauses and guaranties for the New York State Bar Association, Real Property Section, Commercial Leasing Committee’s treatise.

Michelle is immensely proud that Itkowitz PLLC was awarded its NYS Women Business Enterprise Certification by the Empire State Development Corp. Michelle’s eponymous law firm is one of the largest women-owned law firms, by revenue, in the State.

Michelle is admitted to practice in New York State and the United States District Court for the Southern District of New York. She received a Bachelor of Arts in Political Science in 1989 from Union College and a Juris Doctor in 1992 from Brooklyn Law School. She began her legal career at Cullen & Dykman.

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