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Understanding the New Notice Requirements Under HSTPA for Lease Termination & Non-Renewal

The Housing Stability and Tenant Protection Act of 2019 (HSTPA) significantly changed how landlords in New York State must handle lease terminations and non-renewals for residential tenancies. Whether you're managing a free market unit or one governed by the Emergency Tenant Protection Act (ETPA), it's vital to understand your obligations to avoid costly legal pitfalls.

At James G. Dibbini & Associates, P.C., we guide landlords through these complexities to ensure compliance and protect your property interests. Here's what you need to know:

Required Notice Periods Based on Length of Tenancy

Under HSTPA, landlords must serve a Notice of Intention Not to Renew or Notice of Termination based on how long the tenant has occupied the unit:

- **30 Days' Notice:** If the tenant has occupied the unit for less than 1 year and has a lease term of less than 1 year.
- **60 Days' Notice:** If the tenant has occupied the unit for at least 1 year but less than 2 years, or has a lease term of at least 1 year but less than 2 years.
- **90 Days' Notice:** If the tenant has occupied the unit for 2 years or more, or has a lease term of 2 years or more.

This applies regardless of whether the lease is expiring or the tenancy is month-to-month.

ETPA vs. Free Market Units: When Can You Serve These Notices?

For ETPA (Rent Stabilized) Tenants

- Notice of Non-Renewal is typically not allowed for ETPA tenants unless you are initiating a lawful ground for non-renewal (e.g., owner occupancy, substantial rehabilitation, chronic nonpayment).
- Landlords must offer renewal leases on the same terms and for the appropriate lease length, unless an exception applies.
- In these cases, a separate Notice of Intent Not to Renew for Cause must be served with proper justification.

For Free Market Tenants

- The notice periods under HSTPA must be strictly followed, and the notice must be served prior to the expiration of the lease (typically at least 30, 60, or 90 days before the lease ends, depending on tenant duration).
- These notices can also be served during a month-to-month tenancy, using the same tenant duration guidelines.

- Failure to serve the notice in a timely manner may result in automatic lease renewals or the inability to evict based on expiration.

☒ **When and How Must the Notice Be Served?**

- Notices must be served in writing, and in a legally proper manner (such as personal delivery, certified mail, or other acceptable methods).
- Timing is key: The notice must be served at least 30, 60, or 90 days before the end of the term depending on the applicable category.

☐ **How Our Office Can Help**

Navigating lease terminations and tenant non-renewals under HSTPA can be challenging, especially with different rules for ETPA and free market units. At James G. Dibbini & Associates, P.C., we offer:

- Notice preparation and legal review to ensure compliance with HSTPA.
- ETPA compliance guidance for regulated buildings.
- Eviction and holdover proceeding representation.
- Lease drafting and advisory services to protect your rights and minimize future risk.

☐ Contact us today to schedule a consultation and make sure your next lease termination or renewal complies with the latest New York housing laws.

Email James Dibbini now at jdibbini@dibbinilaw.com or call at 914-240-8270.

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