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No Dwelling Left Behind: Expanding New York’s Uniform Housing Statutes to Single and Two-Family Dwellings

Daniel R. Shortt*

I. Introduction

In New York State, two sets of laws govern residential landlord-tenant relationships in all multiple dwellings—the Multiple Dwelling Law (MDL) and the Multiple Residence Law (MRL). Both statutes define a multiple dwelling as “a dwelling which is either rented, leased, let or hired out, to be occupied, or is occupied as the [temporary or permanent] residence or home of three or more families living independently of each other.”¹ Because the MDL and MRL contain many of the same provisions, this Comment will frequently refer to them together as the “multiple dwelling laws.” While the statutes are quite similar, they also contain some key differences that are worth noting.

The Multiple Dwelling Law applies to cities in New York State with 325,000 or more people, and currently, only New York City and Buffalo are large enough to meet the population requirement.² Since the law applies to highly populated cities, unlike the Multiple Residence Law, it contains provisions tailored to large apartment complexes that are frequently seen in such areas, including lobby attendant services, elevator

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1. N.Y. MULT. DWELL. LAW § 4(7) (McKinney 2011); N.Y. MULT. RESID. LAW § 4(33) (McKinney 2011).

2. N.Y. MULT. DWELL. LAW § 3(1); MARY ANN HALLENBORG, NEW YORK LANDLORD’S LAW BOOK 9/8 (Marcia Stewart ed., 2d ed. 2003).

mirrors, and mandatory peepholes in apartment entrance doors.³ The MDL, even though it sets minimum standards for multiple dwellings, allows local legislative bodies of municipalities to adopt regulations of their own, as long as such regulations are not less restrictive than the MDL provisions.⁴

The MDL is an important tool in protecting tenants; it sets “minimum standards for light and air, fire protection and safety, and sanitation and health,”⁵ and by doing so, it in part expressly lays out the warranty of habitability that is implied in every lease. Some of the conditions the statute regulates are heat, smoke alarms, ventilation, locks on doors, vermin, minimum room sizes, stairs, drainage, and sewers.⁶ These standards make New York landlord-tenant law easier to understand for landlords, tenants, lawyers, and courts. Instead of searching through case law that has been continually evolving for hundreds of years, the statute lays out the law in a plain and clear manner. It also places the law in one easy-to-access location, as opposed to the law being buried in the text of hundreds of cases. Thus, the MDL allows landlords and tenants to easily know their respective responsibilities in regard to keeping the dwelling in a safe and habitable condition.⁷

The Multiple Residence Law sets much of the same standards as the MDL, but applies only to municipalities with less than 325,000 people.⁸ The statute was enacted in 1951 for the purpose of extending minimum standard housing protections to tenants living in multiple dwellings throughout New York State.⁹ One of the biggest differences between the MRL and MDL is that the MRL covers more geographic area;

3. See ANDREW SCHERER & HON. FERN FISHER, *RESIDENTIAL LANDLORD-TENANT LAW IN NEW YORK* §§ 2:81-:83 (2009).

4. N.Y. MULT. DWELL. LAW § 3(4)(a).

5. SCHERER & FISHER, *supra* note 3, § 2:75.

6. See *id.*

7. See *Sima Realty LLC v. Philips*, 724 N.Y.S.2d 51, 52 (App. Div. 1st Dep’t 2001).

8. N.Y. MULT. RESID. LAW § 3(1) (McKinney 2011).

9. SCHERER & FISHER, *supra* note 3, § 2:73.

every municipality in the state other than New York City and Buffalo has adopted the MRL.¹⁰

While the multiple dwelling laws protect tenants in all multiple dwellings in New York State, tenants that live in single or two-family dwellings do not have similar statutory protections.¹¹ Landlord-tenant law for single and duplex-dwellings comes largely from case law, and, compared to dwellings that fall under the MDL and MRL, the law is subject to interpretation by the court and varies depending on geographic location within the state. Each department of the appellate division has its own body of case law, meaning that tenants in one part of the state will have different protections than tenants in another part of the state. To add to the confusion, the law in each city, town, or village is unique because each municipality enacts its own housing code, and without a uniform minimum standard every city or town will be free to adopt whatever standard it deems proper.¹² Uniformity throughout New York State for tenants living in single or two-family dwellings would not only simplify the existing law by codifying it into statutory form, but it would guarantee all such tenants a minimum standard of protection no matter where they live in the state.

To use as an example, New York City has adopted the Housing Maintenance Code (HMC), which sets standards for single and two-family dwellings, and complements the Multiple Dwelling Law.¹³ The HMC was enacted in 1967 and applies to all dwellings in New York City.¹⁴ It is not intended to replace the MDL, but rather to complement it.¹⁵ New York City adopted minimum statutory housing standards for single and two-family dwellings because it found such dwellings threatened the public welfare if not properly regulated.¹⁶ With the large number of single and duplex-dwellings that exist in

10. See HALLENBORG, *supra* note 2, at 9/8.

11. See *id.*

12. See *id.* at 9/9.

13. SCHERER & FISHER, *supra* note 3, § 2:74.

14. *Id.*

15. *Id.*

16. N.Y.C. ADMIN CODE § 27-2002 (2007).

upstate New York,¹⁷ these types of structures also pose a potential threat to the public welfare outside New York City. The HMC provides a model for how the New York State Legislature can extend the MDL or MRL to single and two-family dwelling tenants. The Legislature can either: (a) create an entirely new statute that applies exclusively to single and two-family dwellings, or (b) amend the MRL to include all types of dwellings, similar to the HMC.

From personal experience working with a housing attorney at Legal Services of the Hudson Valley in Poughkeepsie, a large percentage of clients who sought assistance lived in single or duplex-dwellings. In these types of cases the Multiple Residence Law could not be used, and countless hours—sometimes days—were spent researching case law in order to find a favorable result for clients. In most cases, the protections the MRL provided would have been useful, which would have substantially reduced the amount of hours that went into the case. The 2000 New York census found that 80,213 out of 106,103 units (75.6 percent) in Dutchess County were single and two-family dwellings.¹⁸ In Erie County, where Buffalo is located, percentages were higher.¹⁹ Specifically, the census reported that 334,321 out of 415,868 units (80.4 percent) were single or duplex dwellings.²⁰ Even when looking at cities—where the majority of multiple dwelling housing is located—in upstate New York, Poughkeepsie had 6,726 single or duplex units out of 13,153 total units (51 percent).²¹ The City of

17. See *infra* text accompanying notes 18-22. For purposes of this Comment, the term “upstate” refers to areas outside New York City.

18. U.S. Census Bureau, *Dutchess County, N.Y. – DP-4. Profile of Selected Housing Characteristics: 2000*, FACTFINDER.CENSUS.GOV, http://factfinder.census.gov/servlet/QTTable?_bm=y&-qr_name=DEC_2000_SF3_U_DP4&-ds_name=DEC_2000_SF3_U&-lang=en&-sse=on&-geo_id=05000US36027 (last visited Jan. 15, 2011).

19. U.S. Census Bureau, *Erie County, N.Y. – DP-4. Profile of Selected Housing Characteristics: 2000*, FACTFINDER.CENSUS.GOV, http://factfinder.census.gov/servlet/QTTable?_bm=y&-qr_name=DEC_2000_SF3_U_DP4&-ds_name=DEC_2000_SF3_U&-lang=en&-sse=on&-geo_id=05000US36029 (last visited Jan. 15, 2011).

20. *Id.*

21. U.S. Census Bureau, *Poughkeepsie City, N.Y. – DP-4. Profile of Selected Housing Characteristics: 2000*, FACTFINDER.CENSUS.GOV,

Newburgh had 5,809 out of 10,479 units (55.4 percent).²² With the U.S. Census Bureau's statistics showing that over half of the dwelling units in any given upstate New York city or county were not multiple dwellings, it follows that a substantial number of people would reap the benefits of a new statute modeled after the multiple dwelling laws.

II. How Can New York Extend the Protections Provided Under the Multiple Dwelling Laws to Single and Two-Family Dwelling Tenants?

One way the State of New York can extend statutory protections to single and two-family dwelling tenants is to adopt a new statute that sets the same minimum standards as the MDL and MRL. Since the statute would closely resemble the MRL, it would not take excessive time nor expense to draft such a statute. As discussed above, a large percentage of tenants outside New York City live in single or two-family dwellings, and it makes little sense why these tenants do not receive the benefit of uniform housing standards while multiple dwelling residents have had the benefit for almost sixty years. Do they not deserve the same protections from their landlords? Are they somehow less important than multiple dwelling residents? Does the community not need to be protected from the nuisances these structures cause that threaten the public welfare?

The New York State Legislature found that the purpose of the MDL and MRL was to address inadequate provisions in parts of the state for overcrowding of dwellings, sufficient light and air, fire escape, and sanitation, which "are a menace to the health, safety, morals, welfare, and reasonable comfort of the

http://factfinder.census.gov/servlet/QTTable?_bm=y&-qr_name=DEC_2000_SF3_U_DP4&-ds_name=DEC_2000_SF3_U&-_lang=en&-_sse=on&-geo_id=16000US3659641 (last visited Jan. 15, 2011).

22. U.S. Census Bureau, *Newburgh City, N.Y. – DP-4. Profile of Selected Housing Characteristics: 2000*, FACTFINDER.CENSUS.GOV, http://factfinder.census.gov/servlet/QTTable?_bm=y&-qr_name=DEC_2000_SF3_U_DP4&-ds_name=DEC_2000_SF3_U&-_lang=en&-_sse=on&-geo_id=16000US3650034 (last visited Jan. 15, 2011).

citizens of the state.”²³ The Legislature also stated that establishing and maintaining “proper housing standards . . . [is] essential to the public welfare.”²⁴ The New York Appellate Division, First Department said that the MDL was enacted to protect multiple dwelling tenants from dangerous living conditions by creating standards that landlords must meet in order to keep the property habitable.²⁵ Furthermore, the New York Appellate Division, Third Department stated that the MRL was enacted to extend the MDL to areas of the state where that statute did not apply.²⁶

Why go through the trouble of enacting statutes to set minimum standards landlords must meet in order to further the public welfare and then leave out a significant portion of dwellings? If New York State’s Legislature is concerned with protecting the public health, safety, and welfare of its citizens, then it would only make sense to set minimum protections for all tenants, and not just ones that fall under the MDL or MRL. Considering that a large portion of tenants in upstate New York, live in single or two-family dwellings,²⁷ they deserve the same well-defined protections multiple dwelling tenants receive as a result of the MDL and MRL. Without such protections, tenants have no other choice but to rely on the vague and poorly defined warranty of habitability in New York Real Property Law (RPL) section 235-b²⁸ and the case law that

23. N.Y. MULT. DWELL. LAW § 2 (McKinney 2011); *accord* N.Y. MULT. RESID. LAW § 2 (McKinney 2011).

24. *See* statutes cited *supra* note 23.

25. *Sima Realty LLC v. Philips*, 724 N.Y.S.2d 51, 52 (App. Div. 1st Dep’t 2001).

26. *Sparks v. Baldoni*, 180 N.Y.S.2d 80, 81 (App. Div. 3d Dep’t 1958).

27. *See supra* text accompanying notes 18-22.

28. New York’s statutory warranty of habitability:

In every written or oral lease or rental agreement for residential premises the landlord or lessor shall be deemed to covenant and warrant that the premises so leased or rented and all areas used in connection therewith in common with other tenants or residents are fit for human habitation and for the uses reasonably intended by the parties and that the occupants of such premises shall not be subjected to any conditions which would be dangerous,

attempts to define its boundaries.

III. How Are Non-Multiple Dwelling Tenants²⁹ Outside New York City Currently Protected?

The New York warranty of habitability statute, RPL section 235-b, is very broad in what it encompasses.³⁰ New York courts have held that the statute applies to—among many other things³¹—air conditioning,³² elevators,³³ heat,³⁴ hot water,³⁵ light,³⁶ ventilation,³⁷ odor³⁸ and vermin.³⁹ If the warranty is breached, then the tenant may seek recourse one of two ways. First, the tenant could institute a plenary action and either seek damages or an equitable remedy requiring the landlord, by way of court order, to make the necessary repairs.⁴⁰ Second, the tenant could assert a counterclaim when the landlord sues to recover unpaid rent.⁴¹ “The proper measure of damages for a breach of the warranty is the difference between the fair market value of the premises if they had been as warranted, as measured by the rent reserved

hazardous or detrimental to their life, health or safety.

N.Y. REAL PROP. LAW § 235-b(1) (Consol. 2011).

29. The use of the term “non-multiple dwelling tenants” in this Comment refers only to single and two-family dwelling tenants, and does not include other types of tenants, such as those living in mobile homes.

30. See 2 HON. ROBERT F. DOLAN, *RASCH’S LANDLORD AND TENANT* § 18:7 (4th ed. 1998).

31. See *id.*

32. See *H & R Bernstein v. Barrett*, 421 N.Y.S.2d 511 (Civ. Ct. 1979).

33. See *111 E. 88th Partners v. Simon*, 434 N.Y.S.2d 886, 888 (Civ. Ct. 1980).

34. See *Parker 72nd Assocs. v. Isaacs*, 436 N.Y.S.2d 542 (Civ. Ct. 1980).

35. See *Leris Realty Corp. v. Robbins*, 408 N.Y.S.2d 166 (Civ. Ct. 1978).

36. See *Sutton Fifty-Six Co. v. Fridecky*, 461 N.Y.S.2d 14 (App. Div. 1st Dep’t 1983).

37. See *id.*

38. See *Kekllas v. Saddy*, 389 N.Y.S.2d 756, 758 (Dist. Ct. 1976).

39. See *Ludlow Props., LLC v. Young*, 780 N.Y.S.2d 853, 856 (Civ. Ct. 2004); *Town of Islip Cmty. Dev. Agency v. Mulligan*, 496 N.Y.S.2d 195, 196 (Dist. Ct. 1985).

40. See DOLAN, *supra* note 30, § 18:8.

41. *Id.*

under the lease, and the value of the premises during the period of the breach.”⁴² The tenant can receive from the court a sum of money or a reduction in the rent owed to the landlord if he or she counterclaimed in a nonpayment proceeding.⁴³ The trend in the past has been for the courts to grant 10 percent to 20 percent rent abatements for minor breaches of RPL section 235-b, which generally occur when conditions deteriorate due to lack of maintenance.⁴⁴ If the breach is moderately serious, then usually an abatement of 30 percent is granted.⁴⁵ For the most serious breaches, abatements can be 50 percent to 60 percent or higher.⁴⁶ The latter type of breach may consist of no heat, hot water, or air conditioning for a period of months.⁴⁷

In *Hamblin v. Bachman*,⁴⁸ tenants rented a single-family home and subsequently defaulted on their rent for eight months.⁴⁹ They defended their default by arguing that the warranty of habitability violations, which included excessive moisture, mold in the walls, and asbestos in the insulation throughout the house, entitled them to withhold the rent.⁵⁰ The court addressed the applicability of the MDL and MRL to this case and held:

[H]ousing such as this single family lakeside home were not the target of the law which was enacted to address public health and safety issues inherent in large densely populated communities. Specifically, there is no evidence before the court that Irondequoit has more than three-hundred twenty-five thousand residentsor

42. *Id.*

43. *Id.*

44. *Id.*; see *Park W. Mgmt. Corp. v. Mitchell*, 391 N.E.2d 1288, 1295 (N.Y. 1979) (granting a 10% rent abatement due to lack of maintenance when the janitorial staff went on strike).

45. DOLAN, *supra* note 30, § 18:8.

46. *Id.*

47. *Id.*

48. 2009 N.Y. Misc. LEXIS 931 (Civ. Ct. 2009).

49. *Id.* at *1-2.

50. *Id.* at *5-6, 8.

that three or more families lived on the premises. Both of those criteria must be present before the Multiple Dwelling Law can be applied. Accordingly, the provisions of the Multiple Dwelling Law, including the section requiring a certificate of occupancy before the premises may be occupied, do not apply in this case.⁵¹

The court also held that the MRL did not apply because the dwelling was not a multiple dwelling.⁵² Since neither the MDL nor the MRL applied to the single-family home in *Bachman*, the tenants were left to rely on the statutory warranty of habitability under RPL section 235-b. As a result, the provisions of MDL and MRL requiring a certificate of occupancy did not apply, thus having the effect of allowing the landlord in this case to rent the home without a certificate of occupancy.⁵³ If the multiple dwelling laws applied to this dwelling, then the owner of the premises would have been required to obtain a certificate of occupancy before renting it out.⁵⁴ Local municipalities may enact their own regulations requiring a certificate of occupancy, but otherwise they are not required for single and two-family dwellings.⁵⁵ Tenants in such dwellings are forced to rely on nuisance law—a much more amorphous body of law than the definite and specific MDL and MRL.⁵⁶

The New York Court of Appeals also interpreted RPL section 235-b in *Park West Management Corp. v. Mitchell*,⁵⁷ where tenants in an apartment complex withheld rent when conditions deteriorated due to the maintenance and janitorial

51. *Id.* at *10-11.

52. *Id.* at *11.

53. *Id.*

54. See N.Y. MULT. DWELL. LAW § 301 (McKinney 2011); N.Y. MULT. RESID. LAW § 302 (McKinney 2011).

55. *Hamblin*, 2009 N.Y. Misc. LEXIS 931 at *12 n.43 (quoting *Kase v. City of Rochester*, 789 N.Y.S.2d 577, 578 (App. Div. 4th Dep't 2005)).

56. *Id.* at *11-12.

57. 391 N.E.2d 1288 (N.Y. 1979).

staff going on strike.⁵⁸ The court held that the conditions caused by the strike breached the warranty of habitability because the landlord had a “nondelegable and nonwaivable duty” to maintain the premises.⁵⁹ The court added that the tenant’s responsibility to pay the rent is “dependent upon the landlord’s satisfactory maintenance of the premises in habitable condition.”⁶⁰ It explained that violation of a housing code, which the MDL and MRL essentially are, “provides a bright-line standard capable of uniform application and, accordingly, constitutes prima facie evidence that the premises are not in habitable condition.”⁶¹ A breach of one of the statutory provisions, however, does not automatically mean there has been a breach of the warranty of habitability; there must also be a showing that such provision relates to the warranty.⁶² Nevertheless, the provisions of the MDL and MRL provide a uniform bright-line standard for when a dwelling is not in habitable condition, and a similar statute for tenants in single and two-family dwellings would assist such tenants in understanding when the warranty has been breached. Also, courts and lawyers would be able to more easily determine when the warranty has been breached, and courts would be able to apply a uniform standard, which they cannot easily do when interpreting and applying case law.

A third case that empowered tenants was *Jangla Realty Co. v. Gravagna*,⁶³ which held that a tenant may make repairs and deduct the cost from the rent owed when a defective condition “creates an emergency seriously affecting the habitability of the home, the landlord has refused to make the repairs, and the condition cannot reasonably be permitted to continue until code enforcement proceedings have run their course.”⁶⁴ If a tenant plans to repair and deduct the cost from the rent, notice must be given to the landlord after a

58. *Id.* at 1293.

59. *Id.* at 1294.

60. *Id.*

61. *Id.*

62. *See id.*

63. 447 N.Y.S.2d 338 (Civ. Ct. 1981).

64. *Id.* at 340-41.

reasonable time has been given for the landlord to address the problems brought to his attention.⁶⁵ This remedy gave tenants a sword to combat landlords who neglected to maintain the premises in a habitable condition. If single and two-family dwelling tenants had a statute modeled after the multiple dwelling laws, then they would more easily be able to tell when they could repair and deduct for violations of the warranty of habitability. The tenant or her lawyer could simply look up the statute and see if the problem the landlord neglected to fix is codified in one of the provisions. If a violation is found, the statute would indicate the appropriate course of action the tenant should take. According to the cases discussed above, if the violated provision relates to the warranty and the tenant follows the procedure for repairing and deducting, then the tenant would validly be able to repair and deduct.⁶⁶

IV. Why Are Statutory Protections Necessary for Non-Multiple Dwelling Tenants Outside New York City?

The reason why the warranty of habitability must be codified into minimum statutory standards is because its requirements are much more difficult to grasp than other more typical housing code requirements, such as minimum square footage.⁶⁷ The warranty does not require a dwelling to be in a “perfect’ or ‘aesthetically pleasing’ condition,” but it must be “fit, livable, and safe.”⁶⁸ RPL section 235-b applies to patent and latent defects, meaning a landlord can be liable for obvious or hidden defects.⁶⁹ Tenants who either cause the dwelling to become uninhabitable or refuse to let the landlord inspect or repair a defective condition cannot receive a remedy under the warranty.⁷⁰ The statute this Comment proposes would codify

65. *Id.* at 341.

66. *See id.*; *Park W. Mgmt. Corp. v. Mitchell*, 391 N.E.2d 1288, 1294 (N.Y. 1979). As discussed earlier, the tenant could also require the landlord to remedy the problem or counterclaim in a nonpayment proceeding.

67. HALLENBORG, *supra* note 2, at 9/6.

68. *Id.* (quoting *Mitchell*, 391 N.E.2d at 1294).

69. *Id.*

70. HALLENBORG, *supra* note 2, at 9/7 (citing *Ansonia Assocs. v. Moan*,

the case law interpreting RPL section 235-b so that the law appears in one location. This would ensure easy access to the requirements imposed on both landlord and tenant. While it is probably not feasible to include everything that falls under the broad concept of warranty of habitability into one statute, the New York State Legislature has already codified the most important aspects in the multiple dwelling laws.

The proposed statute would not need to address certain protections provided to tenants through case law that has been common knowledge among courts and practitioners for decades. For instance, landlords cannot enter the apartment of a tenant unless they are making repairs or showing to prospective purchasers, but they must give twenty-four hours written notice to the tenant when making inspections and one week's notice when making repairs.⁷¹ A tenant has the right, however, to refuse the landlord access to the apartment, even if the landlord gives the proper notice.⁷² In contrast to the general rule, New York City's Housing Maintenance Code does not allow tenants to refuse entry to a landlord when the landlord is trying to make the necessary repairs required by law or is trying to inspect the tenant's apartment "if the right of entry is exercised at a reasonable time and in a reasonable manner."⁷³

Non-multiple dwelling tenants outside New York City need uniform standards for several reasons. First, such standards would ensure all single and two-family dwelling tenants in the state have adequate protections against landlords and they would provide safety to other tenants and the neighborhood. For example, the MDL prohibits illegal and dangerous uses, such as prostitution and storing combustible objects in the home without a permit.⁷⁴ Every dwelling the MDL covers is

N.Y. L.J., Aug. 21, 1992, at 24 (N.Y. Civ. Ct. 1992)).

71. SCHERER & FISHER, *supra* note 3, §§ 2:115-2:116; *see Zwerin v. Geiss*, 237 N.Y.S.2d 280, 283 (Civ. Ct. 1963).

72. *Zwerin*, 237 N.Y.S.2d at 284.

73. N.Y.C. ADMIN. CODE § 27-2008 (McKinney 2010).

74. N.Y. MULT. DWELL. LAW § 12 (McKinney 2011). The Multiple Residence Law has a similar provision prohibiting the storing of combustible substances without a permit, unless it is:

protected against illegal or hazardous uses that create fire hazards or make it unsafe for children to play. These restrictions further the stated legislative purpose of the statute, which is to protect the public from “menace[s] to the health, safety, morals, welfare, and reasonable comfort of the citizens of the state.”⁷⁵ The extension of such provisions to single and two-family dwellings would enable the state to continue protecting the public welfare by guarding against “menaces.”

Second, a new statute would ensure that tenants no longer have to depend on local municipalities to adopt adequate building codes. The differences between local housing codes can often be substantial, even if the municipalities are geographically close and very similar in character. For instance, Poughkeepsie’s housing code requires smoke detectors “in all living units in all multiple dwellings.”⁷⁶ The responsibility is on the landlord to install and repair the smoke detector, but the tenant has the responsibility of replacing the batteries.⁷⁷ The City of Newburgh, however, does not have a provision specifically addressing smoke detector requirements when a residential building has more than one unit and it does not put the responsibility of installation and repair on the landlord.⁷⁸ The fire detector provision in Newburgh’s code is vague, confusing, and out of date; it has not been updated since 1989—more than twenty years ago.⁷⁹ This occurrence is not

gasoline, oil or other fuel as may be contained in a tank or receptacle of a motor vehicle . . . [s]uch permit shall not be required for the keeping or storage of oil or kerosene in quantities not exceeding five gallons at any one time for domestic heating or cooking purposes, provided such oil or kerosene is in a container directly connected to the heating or cooking appliances in which it is to be used.

N.Y. MULT. RESID. LAW § 13 (McKinney 2011).

75. N.Y. MULT. DWELL. LAW § 2.

76. CITY OF POUGHKEEPSIE, N.Y., CHARTER & CODE § 8-20(a) (2010).

77. *See id.* § 8-20(c).

78. *See* CITY OF NEWBURGH, N.Y., CODE § 172-7(g) (1989). Newburgh is located approximately twenty miles to the southwest of Poughkeepsie.

79. *See id.*

uncommon, however, as while some local codes are very detailed, others are vague and lack important provisions. For example, many city codes have a provision requiring stairs to be in a safe condition,⁸⁰ while many towns do not have provisions dealing specifically with condition and maintenance of stairs.⁸¹ An example of specificity versus vagueness can be seen when comparing the codes of Poughkeepsie and Oneonta to the codes of LaGrange and Chester. For instance, the former contain procedures tenants must follow to prevent the entrance of rodents⁸² while the latter do not contain such procedures.⁸³ Uniformity in the law would resolve the differences between municipalities, thereby setting a minimum standard and giving single and two-family dwelling tenants the same protections as their multiple dwelling counterparts.

Third, a New York Court of Appeals decision, *Rivera v. Nelson Realty, LLC*,⁸⁴ provides an illustration as to why it is necessary to develop adequate statutory protections for all tenants. The case arose when a three-year-old boy burned himself on an uncovered radiator, and his parents sued the landlord and the company that managed the building.⁸⁵ Before the accident happened, the boy's parents asked the defendants numerous times to provide radiator covers, but they consistently denied the request because the covers were too expensive.⁸⁶ The court held that the landlord did not have a duty to cover the radiator, even if covering it would have prevented the child's injury.⁸⁷ The court found that the landlord did not breach his duty to keep the apartment in "good repair" because the plaintiffs did not allege that the radiator

80. See e.g., CITY OF POUGHKEEPSIE, N.Y., CODE § 12-90; CITY OF ONEONTA, N.Y., CODE §§ 158-20(C), (D) (1999).

81. See, e.g., TOWN OF LAGRANGE, N.Y., CODE (2002); TOWN OF CHESTER, N.Y., CODE (1981).

82. CITY OF POUGHKEEPSIE, N.Y., CODE § 12-94; CITY OF ONEONTA, N.Y., CODE § 158-46.

83. See TOWN OF LAGRANGE, N.Y., CODE § 240-41; TOWN OF CHESTER, N.Y., CODE § 38-4.

84. 858 N.E.2d 1127 (N.Y. 2006).

85. *Id.* at 1127-28.

86. *Id.* at 1128.

87. *Id.* at 1130.

“needed repair, or was defective in any way.”⁸⁸ The landlord did not have a statutory or common law duty to cover the radiator; no statute imposed a duty requiring the covering of the radiator and no common law duty arose under the lease.⁸⁹ Unfortunately, the Multiple Dwelling Law did not protect the tenants in this case,⁹⁰ which demonstrates the fact that the MDL is not perfect and could probably stand to broaden its protections for tenants.

If New York State adopts the statute proposed here, however, the deficiencies in the MDL can be corrected in the new law. One way to improve upon the MDL is to hold landlords responsible for any foreseeable hazards to tenants and their children. The landlord in the *Rivera* case could have foreseen that someone would get burned on the uncovered radiator in his tenants’ apartment, and he should be held liable for not correcting the dangerous condition. The court stated that, under common law, the “landlord [was] not liable to a tenant for dangerous conditions on the leased premises, unless a duty to repair the premises is imposed by statute, by regulation or by contract.”⁹¹ Therefore, it is up to legislators to impose a duty on landlords to repair dangerous conditions on the premises they rent.⁹² If the legislators do not protect tenants from dangerous conditions, then likely no one will; the courts are usually unwilling to change the law and landlords

88. *Id.* at 1129-30.

89. *Id.* at 1130.

90. *Id.*

91. *Id.* at 1129. It is interesting to note that the court held the landlord did not have a duty to the tenants to cover the radiator because RPL section 235-b states that landlords shall not subject their tenants to dangerous conditions that threaten their “life, health, or safety.” N.Y. REAL PROP. LAW § 235-b(1) (Consol. 2011).

92. *See Rivera*, 858 N.E.2d at 1130. The court found that:

The decision whether radiator covers must be supplied by landlords is thus left to legislators and regulators, who are in the best position to balance the harm prevented by this safety measure against its cost--a cost which, if imposed on landlords, becomes part of the overall cost of rental housing.

Id.

are highly unlikely to include a provision in the lease guaranteeing dangerous conditions will be repaired.

V. New York State's Police Power Versus Authority of Local Governments

The question arises as to whether New York State has the authority to adopt a statute for single and two-family dwellings, considering that these types of matters are traditionally left in the hands of local governments.⁹³ Fortunately, since the statute constitutes a health measure, the state has the authority to adopt the proposed statute through its police power.⁹⁴ In *Adler v. Deegan*,⁹⁵ the New York Court of Appeals held that the Multiple Dwelling Law was a valid exercise of the police power because it promoted the health of the people of the state.⁹⁶ Chief Justice Cardozo, in his concurring opinion, stated that the MDL is:

aimed at many evils, but most of all it is a measure to eradicate the slum. It seeks to bring about conditions whereby healthy children shall be born, and healthy men and women reared, in the dwellings of the great metropolis. To have such men and women is not a city concern merely. It is the concern of the whole State. Here is to be bred the citizenry with which the State must do its work in the years that are to come. The end to be achieved is more than the avoidance of pestilence or contagion. The end to be achieved is the quality of men and women.⁹⁷

93. See John R. Nolon, *The Erosion Of Home Rule Through The Emergence Of State-Interests In Land Use Control*, 10 PACE ENVTL. L. REV. 497, 512-13 (1993).

94. See *id.*

95. 167 N.E. 705 (N.Y. 1929).

96. *Id.* at 709; see Nolon, *supra* note 92, at 513.

97. 167 N.E. at 711 (Cardozo, C.J., concurring).

Cardozo justifies the MDL by arguing that the health of the citizens of one city is not merely a concern for that particular city, but for the whole state because the impact of healthy people reaches outside the boundaries of the particular city where those people live.⁹⁸ The purpose of the proposed statute is the same as the purpose of the MDL—to further the public health, safety and welfare⁹⁹—the only major difference is that the proposed statute protects a different type of tenant.

VI. What Should Be Included in the Proposed Statute?

Several key aspects of the MDL and MRL should be included in the proposed statute for non-multiple dwelling tenants. For one, the provision defining and banning nuisances must be taken from the statutes.¹⁰⁰ The multiple dwelling laws state that the word “nuisance,” as it is used in the statutes, means the very same as the common law definition of a public nuisance.¹⁰¹ It embraces “[w]hatever is dangerous to human life or detrimental to health,” including overcrowding of the dwelling, inadequate ventilation, sewage, drainage, sanitation, and light.¹⁰² When a nuisance is found in an MRL jurisdiction, the landlord is served a notice to remove the nuisance within thirty days and not less than twenty-one days in a MDL jurisdiction, unless the condition is an emergency, in which case a lesser period may be given.¹⁰³ If the landlord does not remove the nuisance in the given period of time, the municipality “may remove or cause the removal of such nuisance by cleansing, repairing, vacating, demolishing or by taking such other corrective action deemed necessary and shall

98. *See id.*

99. N.Y. MULT. DWELL. LAW § 2 (McKinney 2011).

100. *Id.* § 309(1)(b); N.Y. MULT. RESID. LAW § 305(1) (McKinney 2011).

101. N.Y. MULT. DWELL. LAW § 309(1)(a); N.Y. MULT. RESID. LAW § 305(1)(a).

102. N.Y. MULT. DWELL. LAW § 309(1)(a); N.Y. MULT. RESID. LAW § 305(1)(b).

103. N.Y. MULT. DWELL. LAW § 309(1)(e); N.Y. MULT. RESID. LAW § 305(2).

notify the owner of his right to a hearing.”¹⁰⁴ Applying this provision to single and two-family dwellings would prevent such structures from becoming public nuisances, and it would also make it easier to identify nuisances and the penalties for failing to remedy one. In addition, incorporating nuisance law into an MDL-type statute for non-multiple dwellings aids the courts in protecting the public from “whatever is dangerous to human life or detrimental to health.”¹⁰⁵

The “good repair” provision must also be included in any new statute for single and two-family dwellings.¹⁰⁶ Section 78 of the MDL requires that “every multiple dwelling, including its roof or roofs, and every part thereof and the lot upon which it is situated, shall be kept in good repair.”¹⁰⁷ The term “good repair” means that if a multiple dwelling condition is “dangerous to life or health,” then the municipality may order the landlord to repair the condition.¹⁰⁸ The MRL also requires a multiple dwelling to be in “good repair” so that it is not “dangerous to life or health.”¹⁰⁹ The tenant only becomes liable if the violation of the law results from the tenant’s own willfulness or negligence.¹¹⁰ This provision is necessary because it makes certain the dwelling is not only habitable, but also in good condition. Following the example set by the multiple dwelling laws, a new statute should require landlords to keep buildings “reasonably safe and free of defects.”¹¹¹

Any person who violates a provision of the MRL and fails to comply with an order or notice to correct such violation is guilty of a misdemeanor, and subject to a fine of not more than \$500 or imprisonment for not more than a year, or both.¹¹² The

104. N.Y. MULT. RESID. LAW § 305(2).

105. *Id.* § 305(1).

106. N.Y. MULT. DWELL. LAW § 78(1).

107. *Id.*

108. N.Y. MULT. DWELL. LAW § 78(2).

109. N.Y. MULT. RESID. LAW § 174.

110. *Id.*; N.Y. MULT. DWELL. LAW § 78(1).

111. HALLENBORG, *supra* note 2, at 9/7.

112. N.Y. MULT. RESID. LAW § 304(1). The Multiple Dwelling Law contains similarly harsh penalties. For a first offense, it imposes a fine of not more than \$500 or imprisonment for not more than 30 days or both. For any subsequent offense, the penalty is a fine of not more than \$1000 or a period of

penalties listed in the statute notify landlords of the consequences that will result if they do not maintain the standards established by law. A new statute for non-multiple dwelling tenants that specifies would substantially advance the public welfare by deterring landlords who do not maintain a structure in a habitable condition, or who create a public nuisance by letting their buildings deteriorate. The same policy applies to the concept of speeding tickets; people are deterred from speeding because they are aware of the consequences of paying a substantial fine according to the degree of the violation.¹¹³ When a graduated fine system is applied to housing code violations, single and two-family dwelling landlords will be deterred from violating housing standards if there is a statutory penalty that increases according to the degree of the violation.¹¹⁴

If the owner of the premises violates a provision of the multiple dwelling laws, not only will he or she be subject to a penalty, but the affected tenants on such premises may withhold rent or receive an abatement of the original rent amount for the period the violation persisted.¹¹⁵ The caveat is that a tenant can only withhold rent and receive an abatement by the court if the violation is a “rent impairing” violation.¹¹⁶ According to the multiple dwelling laws, a “rent impairing” violation is when a condition of the dwelling constitutes “a fire hazard or a serious threat to the life, health or safety of [the] occupants”¹¹⁷ An example of a “rent impairing” violation is when an owner does not obtain a certificate of occupancy before renting the premises.¹¹⁸ In *40 Clinton Street Associates v. Dolgin*,¹¹⁹ the landlord sued to collect rent from the tenants

imprisonment of not more than six months or both. N.Y. MULT. DWELL. LAW § 304(1).

113. Margaret Raymond, *Penumbra Crimes*, 39 AM. CRIM. L. REV. 1395, 1406 n.50 (2002).

114. For a discussion of the deterrence theory of punishment, see Dan M. Kahan, *The Secret Ambition of Deterrence*, 113 HARV. L. REV. 413 (1999).

115. N.Y. MULT. DWELL. LAW § 302-a.

116. *Id.*

117. *Id.*; N.Y. MULT. RESID. LAW § 305-a.

118. N.Y. MULT. DWELL. LAW § 301; N.Y. MULT. RESID. LAW § 302.

119. 481 N.Y.S.2d 960 (Civ. Ct. 1984).

occupying his building, but the court found that he was not entitled to any rent because he violated the Multiple Dwelling Law by not obtaining a certificate of occupancy.¹²⁰ The court further found that the requirement for an owner to obtain a certificate of occupancy is necessary to ensure buildings are safe to live in, and that depriving the landlord of rents for violating the requirement is a “self-enforcing mechanism.”¹²¹ Landlords have a strong incentive to comply with the law if the penalty imposed prevents them from collecting the rents they are due from their tenants.

VII. Cost/Benefit Analysis of Adopting a Uniform Statute For Single and Two-Family Dwellings

A. *Benefits*

The adoption of a new statute for single and two-family dwellings would result in a number of benefits. For one, minimum housing standards for such dwellings would provide clarity for tenants, landlords, lawyers, and courts. Instead of tenant protections being jumbled up in case law, they would be expressly laid out in one statute that is easy to access through hardcopy, the Internet, or an online service such as LexisNexis or Westlaw. A new statute would assist landlords and tenants in knowing their respective responsibilities. Where the responsibilities are currently laid out in cases, landlords and tenants who have not studied the law are not likely to know what is expected of them. Landlords have no other choice but to consult an attorney familiar with landlord-tenant law in order to find out what they can do within the bounds of the law. Usually, landlords will attempt to put responsibility on the tenant through the lease. Most leases, however, do not clearly lay out the responsibilities of each, and, if anything, they attempt to unfairly impose increased responsibility on the tenant.¹²² Moreover, leases are usually not as broad in the

120. *Id.* at 961, 963.

121. *Id.* at 962-63.

122. However, landlords cannot impose on tenants the statutory duties

matters they cover, or as fair to tenants, as statutes like the MDL and MRL. Meghan Mazzacone, housing attorney for Legal Services of the Hudson Valley, says an MDL-type statute “would help make landlords of single and two-family dwellings more vigilant in regard to the conditions of the premises.”¹²³ She also says that “while the implied warranty of habitability is very useful for tenants, there are many gray areas. An MDL-type statute would add necessary bright-line rules that landlords and tenants alike could follow.”¹²⁴

Attorneys for non-multiple dwelling tenants will also benefit from a new statute; less time will be spent researching case law by being able to consult the statute on matters that are currently buried in the opinions of judges. Case law research is enormously time consuming because attorneys spend hours and sometimes days searching for the right case that will provide a defense against the claims asserted by the landlord. Even with modern databases such as Westlaw and LexisNexis, finding a relevant case is not always easy. It takes a substantial amount of time to research case law compared to the amount of time it takes to research the law contained in a statute. Ms. Mazzacone adds that:

in smaller localities, tenants have less protection than big cities, such as New York City and Buffalo, when it comes to housing rights. Any additional protection afforded to tenants would assist the attorneys who represent them. Such a statute may also increase tenant-initiated litigation, as there would be a clearer delineation of the tenant’s rights.¹²⁵

In areas like the Hudson Valley, where Ms. Mazzacone

delegated to them by RPL section 235-b, Multiple Dwelling Law, or Multiple Residence Law. HALLENBORG, *supra* note 2, at 9/7.

123. Interview with Meghan Mazzacone, Staff Attorney, Legal Servs. of the Hudson Valley, in Poughkeepsie, N.Y. (Mar. 25, 2010) (on file with author).

124. *Id.*

125. *Id.*

practices, many tenants are not adequately protected, and a new statute would help attorneys who represent them by acting as a sword against landlords and improving efficiency in preparation for court.¹²⁶

A third benefit is that a new statute would make tenant protections for single and two-family homes uniform throughout the state. Multiple dwelling tenants already receive the benefit of uniform protections,¹²⁷ and in the interest of fairness and improving the public welfare, non-multiple dwelling tenants should receive the same benefits. Uniformity would greatly simplify New York landlord-tenant law in this area because single and two-family homes would have the same minimum housing standards throughout the state. Local towns, however, could adopt stricter standards if they desired.

Fourth, landlords will know their responsibilities and will be able to more easily maintain the dwelling according to the housing standards. As in the other dwelling laws, the requirements imposed on the landlord will be laid out in the statute's text so they are easy for the landlord to understand and follow. In addition to clarity, the proposed statute will be enforced by local code enforcement officers—similar to the MDL, MRL, and HMC.¹²⁸ “Most local code enforcement offices rank housing code violations by the degree of hazard posed to the property's occupants.”¹²⁹ In New York City, the enforcement agency has ranked code violations into three different categories: Class A Non-Hazardous, Class B Hazardous, and Class C Immediately Hazardous.¹³⁰ Class A includes such things as minor leaks or chipping paint.¹³¹ Class B includes such things as no certificate of occupancy or vermin infestation.¹³² Class C includes lead-based paint and lack of

126. *See id.*

127. N.Y. MULT. RESID. LAW § 3 (McKinney 2011).

128. *See* HALLENBORG, *supra* note 2, at 9/9-10 (local code enforcement officers are typically building, health and fire department officials).

129. *Id.* at 9/10.

130. *Id.*

131. *See id.*

132. *Id.*

heat or hot water.¹³³ The classification of code violations into increasingly more hazardous violations gives the landlord a sense of the severity of the violations and how quickly such violations need to be remedied.¹³⁴

Fifth, tenants will know their responsibilities and what relief they can get if the landlord violates a provision, including rent abatement and an injunction to repair. The tenant's responsibilities are more of a list of things that he or she cannot do, rather than things that he or she must do. For instance, unless the lease specifies otherwise, RPL section 235-b and the multiple dwelling laws take away any responsibility the tenant would have under common law to repair dangerous or hazardous conditions.¹³⁵ The tenant must also refrain from committing waste or else he or she will be liable to the landlord for causing injury to the premises, unless the damage is ordinary wear and tear.¹³⁶ However, if there are minor alterations the tenant wants completed, he or she may perform the alterations himself without obtaining the consent of the landlord.¹³⁷ The multiple dwelling laws also require tenants to keep their units clean from anything that threatens health or safety—including rodents, garbage, and dirt.¹³⁸ Tenants must only place trash in designated receptacles, and not keep it in the unit for such a period of time that it will attract insects and create a strong odor.¹³⁹ With an MDL-type statute in effect, the responsibilities of tenants will be clearly laid out so that there is a bright-line dividing the respective

133. *See id.*

134. *See id.*

135. *See* DOLAN, *supra* note 30, §§ 18:6, :10.

136. *See id.* § 15:6. Waste is “[p]ermanent harm to real property committed by a tenant (for life or for years) to the prejudice of the heir, the reversioner, or the remainderman.” BLACK’S LAW DICTIONARY 774 (Bryan A. Garner ed., 3rd Pocket ed. 2006).

137. *See generally* DOLAN, *supra* note 30, § 15:11. For instance, under the MDL, a tenant may install a lock in the entrance door of his apartment as long as a copy of the key is provided to the landlord upon request. N.Y. MULT. DWELL. LAW § 51-c (McKinney 2011).

138. *See* N.Y. MULT. DWELL. LAW § 80; HALLENBORG, *supra* note 2, at 9/30.

139. *See* N.Y. MULT. DWELL. LAW § 81; HALLENBORG, *supra* note 2, at 9/30.

duties landlords and tenants must fulfill. Legislators must also include restraints on what tenants can do with their premises in order to avoid the creation of waste or a nuisance.

Finally, the proposed statute will make it easier for courts to enforce the warranty of habitability by creating a bright-line rule for ascertaining when a dwelling is uninhabitable. Technically, however, once the statute covers a condition, it is no longer considered a warranty of habitability issue.¹⁴⁰ Problems of warranty of habitability consist of conditions not expressly covered by statute.¹⁴¹ Mary Ann Hallenborg, author of *New York Landlord's Law Book*, writes that the implied warranty of habitability's separation from the housing code is significant because the warranty "imposes duties of maintenance or repair on the landlord . . . where the housing or building codes are poorly written or non-existent, and allows a court to require more of a landlord than the letter of the law"¹⁴² However, as seen with the *Rivera* case,¹⁴³ some, if not most, courts are reluctant to make new law that is not already promulgated in a statute or regulation, instead preferring to follow precedent. To say that housing protections codified in a statute or regulation no longer fall under the warranty simply because they are no longer implied, but rather express, is a matter of labels. The protections that statutes—such as the MDL and MRL—provide for are imposed for the same purpose as the implied warranty of habitability, which is to protect tenants from "any conditions which would be dangerous, hazardous or detrimental to their life, health or safety."¹⁴⁴

B. *Costs*

As with most new statutes, if an MDL-type statute for single and two-family dwellings is enacted, there will inevitably be costs that come along with the benefits. The

140. See HALLENBORG, *supra* note 2, at 9/11.

141. *Id.*

142. *Id.*

143. See *supra* text accompanying notes 84-92.

144. N.Y. REAL PROP. LAW § 235-b(1) (Consol. 2011).

question, however, is whether the benefits outweigh the costs; I believe they do. One of the biggest costs is the amount of time and effort the New York State Legislature must invest in order to adopt a thorough and well-written new statute that accomplishes the goal of furthering the public health, safety, and welfare. This cost, however, will be minimal since the New York Legislature can look to the Multiple Dwelling Law, Multiple Residence Law, and Housing Maintenance Code as models. In addition, the period of time in New York from a bill's introduction to its final passage is generally very brief, which includes major legislation that usually takes longer for legislators to pass.¹⁴⁵ From 1997 to 2001, out of the 308 major laws that were passed, "the median number of days between a bill's introduction and its passage was 10 in the Assembly and 35 in the Senate."¹⁴⁶ Furthermore, the proposed statute will be worth it in the long run by clearing up the law, giving tenants weapons against their landlords and making the courts run more efficiently by setting uniform standards that all courts in the state—minus New York City—will apply.

The second cost is easing the transition to the new standards; this will come with time, just as it did with the MDL, MRL, and HMC. When the statute first takes effect, most landlords will not know the new law, and local code enforcement officers, like building inspectors, will have to enforce it against landlords.¹⁴⁷ Before the law can be enforced, however, notice will have to be given to landlords and apartment owners through various forms of media—newspapers, television, the Internet, and mailings—in order to ensure they are aware of the new law. In the interest of fairness, a notice period should be instituted, in addition to the compliance period discussed below, before the new law is enforced against single and duplex-dwelling landlords.

Third, some landlords might have to make repairs to bring their buildings in compliance with the new law. The added

145. JEREMY M. CREELAN & LAURA M. MOULTON, *THE NEW YORK STATE LEGISLATIVE PROCESS: AN EVALUATION AND BLUEPRINT FOR REFORM 5* (2004), available at http://brennan.3cdn.net/1f4d5e4fa546eaa9cd_fxm6iyde5.pdf.

146. *Id.*

147. *See supra* notes 128-34 and accompanying text.

repairs would mean that landlords “would need to spend additional money on upgrades and maintenance.”¹⁴⁸ Because of the substantial cost of some of the repairs, a time limit should be given for landlords to make the necessary repairs before a penalty is imposed on them for each violation.¹⁴⁹ Legislators should look to the legislative histories of the MDL, MRL, and HMC to find a reasonable length of time landlords will be given to bring their buildings in compliance with the new law. In order to determine a reasonable length of time, a great deal of research and study needs to be conducted so legislators are aware of how quickly different areas of the state will be able to comply with the law. For example, areas that already have adequate standards in place might be able to comply more quickly than areas with inadequate standards. An appropriate compliance time is necessary so landlords are not charged with violations before they are actually able to adhere to the law. Also, every area of the state needs to be given the same amount of time to comply so there are no complaints that one area of the state is being treated more unfairly than another.

VIII. Conclusion

After balancing the benefits and costs of an MDL-type statute for non-multiple dwelling tenants, the latter is a minor price to pay for the what the former will bring—furtherance of the public health, safety, and welfare. If the New York Legislature enacts such a statute, tenants living in single and two-family dwellings will receive uniform minimum standards and will finally have what multiple dwelling tenants have had for almost sixty years. In addition, a new statute would simplify the legal landscape for landlords, tenants, attorneys, and the courts. For instance, when a tenant tells her lawyer that she believes the landlord might have violated the housing code, the lawyer will simply have to look up the statute and see

148. Interview with Meghan Mazzacone, *supra* note 123.

149. See N.Y. MULT. RESID. LAW (McKinney 2011) (enacted April 6, 1951, but did not take effect until July 1, 1952, thereby giving time for landlords to comply with the new law).

if there is a provision that covers the tenant's claims. As the law stands right now, lawyers have to comb through case after case to see if a similar issue has ever been litigated. While such a method might be great for billable hours, it is inefficient. Even if a case discusses an issue, it is rarely exactly on point because usually the facts either contain different violations in addition to the relevant ones or the condition is more severe than in the case at bar.

The New York State Legislature stated that the multiple dwelling laws were enacted for the purpose of addressing inadequate local housing provisions, which threatened "the health, safety, morals, welfare, and reasonable comfort of the citizens of the state."¹⁵⁰ What about inadequate provisions concerning single and two-family dwellings? I have trouble making sense of the New York Legislature's choice to set minimum standards for multiple dwellings throughout the entire state, thereby protecting the public from nuisances, but leaving the public vulnerable to the nuisances created by non-multiple dwellings. Maybe such dwellings were passed over and forgotten, or maybe there has not yet been a voice to demand that the Legislature enact state-wide minimum standards. In either case, hopefully this Comment has accomplished its goal of demonstrating the need for an MDL-type statute to protect single and two-family dwelling tenants throughout New York State—the first step in making such a statute a reality.

150. N.Y. MULT. DWELL. LAW § 2 (McKinney 2011); *accord* N.Y. MULT. RESID. LAW § 2.