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Are You Enforcing “No Pet” Clauses?

Under Westchester County Local Law, even where there is a “no pet” clause in a tenant’s lease, if the tenant has a pet for three (3) months in an open and notorious fashion and the landlord or agent has knowledge and fails to commence a summary proceeding, the lease provision becomes void and is waived by the landlord. This law does not apply if a dog is a nuisance.

Once a landlord or agent learns that a pet is residing in a tenant’s apartment (that has a “no pet” clause in the tenant’s lease), the landlord should immediately serve the tenant a Notice to Cure. If the tenant fails to comply with the notice, the landlord should serve the tenant a Notice of Lease Termination. If the tenant fails to vacate upon the expiration of the Notice then the landlord should immediately commence a hold-over summary proceeding.

Contact our office for a free consultation regarding any specific questions you may have.

Disclaimer: The information provided is not intended to be legal advice, but merely conveys general information related to legal issues commonly encountered.

Get Your Legal Fees and Court Costs Paid by Tenant.

As you may know, local courts refuse to evict residential tenants in summary proceedings for nonpayment of legal fees and court costs.

A landlord may enforce collection of court awarded legal fees and court costs by adding a clause to all new or renewing residential leases. For example:

Any court awarded legal fees and court costs rendered against the tenant, if not immediately paid, will be billed to the tenant as “added rent” in accordance with your lease and made payable with the next monthly rent. If the tenant fails to pay the added rent on time, the landlord shall have the same rights against the tenant as if the tenant failed to pay any rent.

The above clause allows the landlord to commence a new non-payment summary proceeding against a tenant and possibly have the legal right to evict the tenant for prior uncollected legal fees now classified as rent.

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