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Real Estate Q&A

Expert Advice for Owners and Renters



When Maintenance Is Long in Arrears

By JAY ROMANO

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Q. *I was fascinated by the response to a question in this column on Jan. 15, about the circumstances under which elderly tenants can break a lease. In our co-op in Queens there has been an ongoing dispute between the board and the son of a shareholder who is in a nursing home. The son, who has a power of attorney for his mother, has not paid the maintenance for well over a year. The board refuses to entertain any application for a new shareholder to buy the apartment until the arrears and penalties are paid. Can the son force the co-op to allow the apartment to be sold and then pay the arrears from the proceeds of the sale?*

A. *Dov Treiman, the Manhattan lawyer who answered the question on Jan. 15, said that the law, which allows elderly tenants who move into a nursing home or in with relatives to break their lease, addresses only the rights of tenants.*

“It does not speak to the situation with a co-op apartment in which the tenant-shareholder has an ownership interest,” he said.

“While a co-op board might be wiser to permit a sale where their only objection is with regard to maintenance arrears on an apartment,” he said, “boards have wide latitude when imposing conditions on the sale of an apartment.” He added that it was likely the board could insist on being paid in full before consenting to a sale.