

# The New York Times

# Real Estate

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## Q. & A.

### A Condo Increases Fees for Moving

**Q** My building is a condominium, and the board recently increased the move-in, move-out fees from \$400 to \$1,900, regardless of the term of the lease or the size of the apartment. Are there any laws or regulations that restrict the amount of money a building can charge for move-in and move-out fees? Gene Meyer, Manhattan.

**A** Eric P. Gonchar, a Manhattan real estate lawyer, said it is customary for co-ops and condos to charge a move-in, move-out fee. "The fee is usually used to cover the administrative costs associated with a move and to provide the building with a security deposit to cover potential damages," Mr. Gonchar said. In many cases, he said, a portion of the fee is refunded if there has been no damage to the building.

And while a fee of \$1,900 seems quite high, Mr. Gonchar said, the imposition of a move-in, move-out fee in a condominium is generally the result of a policy decision reached by the building's board. "The condominium association is a private organization and has the right to make decisions about how to operate the building," he said.

Mr. Gonchar added that the right to collect a fee or to increase an existing fee, as well as any limitations on such fees or increases, should be in the condo's declaration or bylaws.

He added that since the condominium association has authority over only the unit owners and not over tenants of those owners, the move-in, move-out fee ultimately would be the responsibility of the unit owner. Whether the unit owner can pass that fee along to the tenant would depend on the terms of the tenant's lease. While nonregulated tenants may have such a provision in their lease, it is unlikely that a rent-stabilized or rent-controlled tenant would have a lease provision requiring a move-in, move-out fee.