

## COUNTY LOCAL LAWS

to subsection 29-51a, but not increased again during the twelve (12) month period following its effective date, may be increased again after the expiration of the twelve (12) month period following its effective date pursuant to the provisions of either subsection 29-51a or 29-51b. If the rent is increased again pursuant to subsection 29-51a the increase shall be an amount not in excess of 3 percent of the rent to which the dwelling unit was previously increased. If the landlord desires an increase in excess of that permitted by the procedure allowed by subsection 29-51a under this subsection, he may request an increase pursuant to the procedures delineated in subsection 29-51b.

d. Rent which has been increased pursuant to subsection 29-51b may be increased again after its effective period has expired (as described in subsection b above) pursuant to the provisions of either subsection 29-51a or 29-51b. If the rent is increased again pursuant to subsection 29-51a the increase shall amount to no more than three (3) percent of the rent to which the dwelling unit was previously increased. If the landlord desires an increase in excess of that permitted by the procedure allowed by subsection 29-51a under this subsection, he may request an increase pursuant to the procedures delineated in subsection 29-51b.

e. The effective periods for any rent increases approved pursuant to subsection 29-51b wherein an increase pursuant to subsection 29-51a has been taken during the twelve (12) month period immediately preceding the effective date of the increase approved pursuant to the provisions of subsection 29-51b shall be as delineated in subsection b above.

29-58. Rent increases for vacant dwelling units.

As of the effective date of this Act, and until the expiration of local rent controls, no landlord shall let or offer to let to a prospective tenant a vacant dwelling unit or a dwelling unit which is to become vacant, for a rent which exceeds 104 percent of the base rent for that dwelling unit or which exceeds the highest rent for a comparable dwelling unit, whichever is greater. However, if the dwelling unit which is let or offered to be let to the prospective tenant became vacant as the result of unilateral action of the landlord other than action based upon nonpayment of rent, illegal activity by the tenant, destruction of property by the tenant, or breach of a material term of a lease, the landlord shall not let or offer to let the dwelling unit in excess of the rent last charged (converted to a monthly basis) for that dwelling unit.