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Q & A

By JAY ROMANO

Leaky Bathtubs: Who Pays?

Q I suspect that the bathtub-overflow drains in the older bathrooms in my co-op building were either never connected properly or developed leaks over time, because water comes through the ceiling when people in other apartments bathe, but not when they shower. Must the co-op fix the problem?

A Eric D. Sherman, a [Manhattan](#) real estate lawyer, says that proprietary leases typically provide that the shareholder is responsible for the maintenance, repair and replacement of all plumbing fixtures, as well as all exposed water pipes to which they are attached. In addition, the shareholder is typically responsible for any pipes or equipment that he installs in the wall or ceiling, or under the floor. But the shareholder is typically not responsible for water or other pipes within the walls, ceilings or floors that he or a previous shareholder did not install, Mr. Sherman said. So in this case, if the leak is originating between the floor of the apartment above and the writer's ceiling, or within or "between" the walls, as the writer suggests, the co-op is most likely responsible.

Subletting a Regulated Unit

Q Can a person renting in a rent-regulated apartment in [Brooklyn](#) sublet the apartment or otherwise get out of the lease? Can I sublet without notifying the landlord?

A "A rent-regulated tenant usually has no automatic right to sublet or 'get out of a lease,'" said David A. Kaminsky, a Manhattan lawyer who represents tenants. A rent-controlled tenant generally has no lease and as such has no right to sublet. A rent-stabilized tenant has the right to sublet pursuant to the state's Real Property Law, but must have a good reason to be away from the apartment and intend to return after the sublet. The tenant must also get the consent of the landlord, which cannot be unreasonably withheld. Mr. Kaminsky says such a tenant also has the right to transfer his tenancy and be released from the lease if the landlord unreasonably refuses to consent. This may be the "get out of the lease" situation the

letter writer is referring to. Mr. Kaminsky says subleasing done secretly is dangerous and not recommended, because it could result in an eviction proceeding.

An Upstairs Unit in Need of Carpeting

Q I live in a first-floor unit of a condominium in Rockland County. The owner of the unit above me had vinyl floors installed in the living room, dining room and kitchen that allow noise to be transmitted easily. The board says there is a state law requiring carpeting for units above the first floor. Is there any such law?

A “There is no state law requiring carpeting in upstairs units,” said Kenneth Jacobs, a Yonkers lawyer with offices in Manhattan. “If the common elements do not contain sound-blanketing materials between the units, though, and local codes require such insulation, the association may be compelled to install such material.” He added that in its rules, the condo may also have carpeting requirements. The owner should try to get management or another board member to verify carpeting requirements. The owner also has the right to claim that the upstairs neighbor is causing a “nuisance.” Such a claim does not require the board’s cooperation, and must be settled in court.

Email questions to realestateqa@nytimes.com. Answers can be given only through the column.