

## **New York City Department of Consumer and Worker Protection**

### **Notice of Adoption**

Notice of Adoption to add rules implementing Local Law 183 of 2025, which reforms various provisions of the Department of Consumer and Worker Protection's licensing programs.

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN the Commissioner of the Department of Consumer and Worker Protection by sections 1043 and 2203(d) of the New York City Charter and section 20-104 of the New York City Administrative Code, and in accordance with the requirements of section 1043 of the New York City Charter, that the Department amends Title 6 of the Rules of the City of New York.

These rules were proposed and published on April 3, 2026. A public hearing was held on May 4, 2026. The Department received comments from members of the public and an industry representative.

### **Statement of Basis and Purpose of Rule**

The Department of Consumer and Worker Protection ("DCWP" or "Department") is adding rules that implement provisions of Local Law 183 of 2025 that will take effect in September 2026. Local Law 183 enacted a broad range of reforms to DCWP licensing programs, including:

- Merging two licensed businesses categories – Electronic or Home Appliance Service Dealers, and Electronic Stores – into one license category;
- Eliminating the license requirement for General Vendor Distributors;
- Removing fees for replacement licenses; and
- Modifying various penalties, updating certain citations, and eliminating bond and fingerprinting requirements for certain license categories.

To implement Local Law 183, these rules would amend DCWP rules to:

- Remove reference to a replacement fee for replacement licenses issued by DCWP;
- Remove reference to the bond requirement for process servers, modify the timing of submissions by licensed process servers of required "Housing Court certifications," and update process server penalty schedule with a new citation;
- Repeal rules applicable to Electronic Stores and merge them into the existing Electronic or Home Appliance Service Dealer rule chapter, which is renamed "Electronics" and updated to reflect which rules apply to which subcategory of licensee;
- Rename the Electronic or Home Appliance Service Dealer Penalty Schedule to "Electronics Penalty Schedule," add and modify violations, and update penalty amounts;
- Update the Dealer in Second-Hand Articles Penalty Schedule to reflect a renumbered citation;
- Remove reference to a bond requirement in the Laundries Penalty Schedule; and
- Remove reference to the General Vendor Distributor license in the General Vendor Penalty Schedule.

The rules also include plain language edits throughout. Additional provisions of Local Law 183 go into effect in 2027 and will be addressed in a later rulemaking.

The Department reviewed comments received at the hearing, which included a handful of license inquiries unrelated to the substance of the rule and a comment from the furniture store IKEA. IKEA supports the removal of fingerprinting and surety bond requirements for Secondhand Dealer General licenses in the law and rules, as it impacts their ability to obtain such license and operate a buyback and resell program at their New York City store. These comments did not require further edits to the rules.

However, the Department has added a section to these rules clarifying that they will go into effect on September 8, 2026, which is the effective date of the provisions of Local Law 183 of 2025 that are implemented by these rules.

Sections 1043 and 2203(f) of the New York City Charter and section 20-104 of the New York City Administrative Code authorize the Department of Consumer and Worker Protection to make these rules.

New material is underlined.

[Deleted material is in brackets.]

“Shall” and “must” denote mandatory requirements and may be used interchangeably in the rules of this department, unless otherwise specified or unless the context clearly indicates otherwise.

Section 1. Subdivision (a) of section 1-02 of chapter 1 of Title 6 of the Rules of the City of New York is amended to read as follows:

(a) The licenses and permits listed below expire on the dates indicated:

| <b>License</b>                                        | <b>Date (years refer to calendar years)</b> |
|-------------------------------------------------------|---------------------------------------------|
| Booting of Motor Vehicles                             | December 31 of Odd Years                    |
| Debt Collection Agency                                | January 31 of Odd Years                     |
| [Electronic or Home Appliance Service Dealers]        | [December 31 of Even Years]                 |
| [Electronic Stores] <u>Electronics</u>                | December 31 of Even Years                   |
| Employment Agency                                     | May 1 of Even Years                         |
| Garage, Parking Lot                                   | March 31 of Odd Years                       |
| Home Improvement Contractor                           | February 28 of Odd Years                    |
| Horse Drawn Cab                                       | March 31 of Even Years                      |
| Horse Drawn Cab Driver                                | May 31 of Even Years                        |
| Hotel                                                 | September 30 of Even Years                  |
| Laundry – Retail, Industrial, and Industrial Delivery | December 31 of Odd Years                    |
| Locksmith; Locksmith Apprentice                       | May 31 of Odd Years                         |

§ 2. Section 1-10 of chapter 1 of Title 6 of the Rules of the City of New York is amended to read as follows:

**§ 1-10 Lost or Mutilated Licenses and License Plates and Lost or Stolen Records.**

(a) Lost license or license plate. A licensee [shall] must immediately report, in an affidavit, the loss of a license or license plate issued to him or her by the Department, requesting the issuance of a new license or plate. [Replacement licenses and plates are issued at the discretion of the Department.]

(b) Mutilated license or license plate. Should a license or license plate issued by the Department to any licensee become mutilated or otherwise illegible, the holder of the license or plate [shall] must promptly surrender it to the Department and request the issuance of a new license or plate. The request [shall] must be made upon a form provided by the Department.

(c) [Fee. A fee of fifteen dollars (\$15) shall be charged for the issuance of a replacement license, and a fee of twenty-five dollars (\$25) shall be charged for the issuance of a replacement license plate. This fee must be paid when the affidavit for a lost license or plate is filed or when a mutilated or otherwise illegible license or plate is surrendered and a request for the issuance of a new license or plate is filed. This fee will be refunded should the Department decide not to issue the replacement license or plate. This fee shall not be charged if the license or license plate is not received by the licensee and the Department receives a certification from the licensee that such license or license plate was not received within 30 days of the license or license plate being issued.

(d)] Lost or stolen records. A licensee [shall] must report to the Department, in an affidavit, the loss or theft of any records required to be maintained by it under Chapters 1 and 2 of Title 20 of the New York City Administrative Code, within ten calendar days of such loss or theft.

§ 3. Sections 2-232a and 2-232b of subchapter W of chapter 2 of Title 6 of the Rules of the City of New York, relating to surety bond requirements for process servers and process serving agencies and to employee exemptions from bond requirements, respectively, are REPEALED.

§ 4. Subdivision (d) of section 2-240 of subchapter W of chapter 2 of Title 6 of the Rules of the City of New York is amended to read as follows:

(d) [By February 1st and August 1st of each calendar year] No later than 12 months after the commissioner issues a process server a license, and every 12 months thereafter, a process server must submit, by electronic means, a certification to the Department stating whether it has served at least one summons, subpoena, notice, citation or other process, directing an appearance or response to a legal action, legal proceeding or administrative proceeding that is subject to the provisions of section 110 of the civil court act in the most recent [six] twelve-month period[, as follows: the February 1st certification must cover the six-month period from July through December of the previous year; the August 1st certification must cover the six-month period from January through June of the current year].

§ 5. Subchapter X of chapter 2 of Title 6 of the Rules of the City of New York is amended to read as follows:

**Subchapter X: [Electronic or Home Appliance Service Dealers] Electronics**

**§ 2-251 Prohibited Practices by Service Dealers.**

No service dealer or any of [his or her] their agents or employees shall:

- (a) charge for repairs that have not been made or for parts that have not been replaced;
- (b) replace parts that are not defective or make repairs that are unnecessary, without the consent of the customer unless it is a standard trade practice or the manufacturer's recommended procedure to replace interdependent parts;
- (c) commence service work before the customer receives a Written Estimate and authorizes the repair, except as provided in 6 RCNY §§ 2-254(e) and (g) and 2-255(a); for the purpose of these regulations, that analysis and work which is necessary to render a written estimate shall not constitute the commencement of service work;
- (d) refuse to return or reinstall an electronic or home appliance after full payment has been made or tendered for repairs which were authorized and performed;
- (e) require a customer to sign a statement which attempts to absolve the repair shop from liability in connection with the service work performed, except that upon return of equipment, the service dealer may request a signed statement that such equipment was "received in good working order, subject to the customer's further inspection," which shall not constitute a waiver of liability;
- (f) make any false promises or false statements of a character likely to mislead, deceive, influence, persuade or induce a customer to authorize or accept the repair, service or maintenance of the electronic or home appliance covered by this subchapter or withhold any information where such withholding is likely to have such effect;
- (g) engage in conduct constituting negligence while in possession of the electronic or home appliance covered by this subchapter;
- (h) depart from or disregard accepted trade standards for good and workmanlike repair in any material respect, without the consent of the customer;
- (i) discriminate against a customer or fail to make repairs for a customer without just cause because the customer is exercising a right to have an electronic or home appliance repaired under a valid warranty or guarantee agreement, when the dealer holds himself out as or is authorized by a manufacturer to service or repair such electronic or home appliance;
- (j) make a service call at a customer's home without taking or providing appropriate tools, testing equipment and parts which in the trade are commonly taken to make repairs in the home, unless prior notice is given to the customer that no repairs are made in the home;
- (k) allow or require a customer to sign or accept any document which is blank or incomplete as to the information required by any of the regulations promulgated pursuant to Subchapter 24 of Chapter 2 of Title 20 of the Administrative Code or by the terms of such document itself;
- (l) refuse to pay or fail to satisfy any legally enforceable final judgment secured against the licensee by a customer, provided that such judgment was secured against the service dealer for acts of commission or omission with regard to the business maintained, operated or conducted by him pursuant to the license issued under this subchapter; or
- (m) subcontract to a service dealer that is not licensed pursuant to this subchapter, where, in the determination of this Department, a service dealer is required to be licensed.

**§ 2-252 Advertising by Service Dealers.**

Advertising which is untrue, misleading or deceptive is prohibited. This includes, but is not limited to, advertising which does not comply with the following requirements:

(a) advertisements [shall] must contain the true business identity of the principal service dealer, as shown on the license issued by this Department;

(b) advertisements [shall] must not list a location for a repair service unless the service dealer actually maintains a place of business where repairs are accepted at the designated location;

(c) the use of terms such as, "guarantee," "guaranteed," "warranty," "warranted," "no fix-no pay," "service dealer warranty," "service dealer guarantee," or words of like import, are prohibited unless a summary of the significant terms or qualifications thereof are clearly and completely stated including:

(1) the nature and extent of the guarantee or warranty as to duration and whether it applies to parts or labor or both; and

(2) the identity of the guarantor or warrantor. The advertisement must clearly identify whether the service dealer, the manufacturer, the retailer or any combination thereof is the guarantor or warrantor;

(d) if such terms as "repaired in the home" or "estimates given" are included in an advertisement, where there is a charge for this service, it shall be so stated therein;

(e) when using the word "free" or other words of similar import or meaning in advertising to which this section is applicable, all the terms, conditions and obligations upon which receipt and retention of a free item of merchandise or service are contingent must be set forth, clearly and conspicuously, at the outset so as to leave no reasonable probability that the terms of the advertisement or offer might be misunderstood. Stated differently, all of the terms, conditions and obligations must appear in close conjunction with the word "free," or similar words, in advertising. Disclosure of the terms of the offer, set forth in a footnote of an advertisement to which reference is made by an asterisk or other symbol placed next to the word "free" is not regarded as making disclosure at the outset. The terms, conditions and obligations must be printed in a type size at least half as large as the word "free" or the words of similar import or meaning. Offers of "free" merchandise or services, which may be deceptive for failure to meet the provisions of this section, may not be corrected by the substitution for the word "free" of such similar words and terms as "gift," "given without charge," "bonus," or other words and terms which tend to convey to the consuming public the impression that an article of merchandise or service is "free";

(f) terms such as "24 hour," "Day and Night," or "7-day" service, or words of like import, [shall] must not be used to describe the operations of the service dealer unless, in close conjunction with such terms, it is also specified whether the service dealer actually performs repair service, will actually complete repairs or is open solely to accept repairs within such time or times; and

(g) it [shall] must not be stated or implied in any advertisement that repairs or services will be performed by a person who is "Factory Trained," "Factory Authorized," "Authorized," "Certified," or words of like import, unless such words are true and unless the name of the organization which has trained, authorized or certified such person appears in close conjunction with such word or words. None of these terms shall be used, if its use is based upon the fact that a license has been issued to the service dealer by the Department of Consumer [Affairs] and Worker Protection.

## **§ 2-253 Display of Required Information by Service Dealers.**

(a) *Required information on [licensee's] service dealer's sign.* Each [licensee] service dealer must prominently display in the department or area where electronic and home appliances are accepted for repair at each location of the service dealer a sign which contains the following information:

(1) the true identity of the service dealer:

(i) in the case of a corporation, the true and complete corporate name;

- (ii) in the case of a partnership, the name of the partnership;
- (2) the [licensee's] service dealer's policy to accept "cash only" or "cash or certified check only," where applicable; and
- (3) the following notice, which must be not less than 18 inches by 24 inches in dimension with letters of not less than 1 inch case print:

**NOTICE NEW YORK CITY DEPARTMENT OF CONSUMER [AFFAIRS] AND WORKER PROTECTION REQUIRES THAT:**

- 1. The customer is entitled to a Written Estimate for all repairs.
- 2. No repair work shall be done without the customer's authorization.
- 3. In most circumstances, the service dealer must return replaced parts to the customer. If the service dealer charges for a written estimate, this fact [shall] must be disclosed in Item 1 of the Notice set forth above.

**§ 2-254 Disclosures Required for Repairs Made on [Licensee's] Service Dealer's Premises.**

**(a) *Definitions.***

Written estimate. For purposes of this subchapter, the term "Written estimate" [shall mean] means a signed writing containing:

- (1) a list of the parts to be replaced and the costs of the replacements, as well as a general description of the labor required for the repair and its total cost; and
- (2) a statement of the additional charges, if any, including any already incurred for the Written Estimate, pick-up and delivery, service call, storage, installation, the temporary loan of an electronic or home appliance during the repair of the customer's property, or any other extra charges, excluding tax; and
- (3) the estimated delivery date or range of delivery dates of the repair; and
- (4) a statement that the final cost (excluding tax) will not exceed the estimated cost by more than 20 percent. If such statement is not provided, it shall be presumed that the final cost (excluding tax) will not exceed estimated cost; and
- (5) the [licensee's] service dealer's policy regarding warranties and guarantees on parts and labor, including:
  - (i) the [licensee's] service dealer's warranties or guarantees given in connection with repairs, and
  - (ii) any manufacturer's warranties or guarantees honored by the [licensee] service dealer with respect to the servicing performed; and
- (6) a brief description of the item's malfunction by the person or persons who diagnosed the repair.

**(b) *Work order required.*** Any [licensee] service dealer or [his or her] their employee who removes an electronic or home appliance from a home or accepts the same for repair at [his or her] their place of business [shall] must, before removing or taking custody thereof, furnish the customer or [his or her] their agent with a legible copy of a Work Order, which shall also serve as a receipt, stating the following information:

- (1) the legal business identity, address, license number and telephone number of the principal licensee, as shown on the license issued by this Department;
- (2) the name and signature of the person who actually takes the electronic or home appliance into custody;
- (3) a description of the electronic or home appliance, including make, model and serial number, where available, or such other features as will reasonably identify the item accepted for repair;
- (4) the date the set was accepted for repair;

- (5) the name and address of the owner of the electronic or home appliance;
- (6) a brief description by the customer of the item's malfunction;
- (7) the date or range of dates on which the customer is to receive a Written Estimate, if not already furnished;
- (8) a written schedule of charges, if any, for giving a Written Estimate, pick-up and delivery, service call, storage, installation, and the temporary loan of an electronic or home appliance during the repair of the customer's property, and any other charges; where a [licensee's] service dealer's policy is to credit any of the above charges to the final cost of the repair, such credit [shall] must be clearly indicated in computation of the Written Estimate; and
- (9) notice that "Pursuant to the Regulations of the Department of Consumer [Affairs] and Worker Protection, your property is covered against loss by fire, theft or damage while in the custody of the service dealer."

(c) *Written estimate and signed authorization required.* Prior to the commencement of work, a [licensee] service dealer must provide the customer or [his or her] their agent with a Written Estimate and on the same document secure the customer or agent's signed authorization to repair at the Written Estimate price. The Work Order, Written Estimate, authorization and Final Bill may be included in the same document, so long as the information required by 6 RCNY section 2-254(a) and (b) and the provisions of 6 RCNY section 2-257 is included therein.

(d) *Return of unauthorized repair.* If, after receiving the Written Estimate, the customer or [his or her] their agent fails to authorize the repairs at the estimated cost, the electronic or home appliance [shall] must be returned within five working days in substantially the same condition as when released to the [licensee] service dealer. In this case, the [licensee] service dealer shall be entitled to receive payment only for those items specified in 6 RCNY section 2-254(b)(8) which were actually provided and disclosed on the Work Order.

(e) *Exemption from requirement of written estimate.* 6 RCNY section 2-254(c) shall not apply and the Written Estimate of the total charges for repair may be verbally communicated to the customer if the [licensee] service dealer informs the customer of the customer's right to a Written Estimate, and if:

(1) time or distance constraints make it impractical to deliver a Written Estimate and obtain a signed authorization before the date agreed upon for repairs to commence; and

(2) oral agreement to proceed is reached with the customer before the actual repair is commenced and the [licensee] service dealer:

(i) mails a copy of the Written Estimate to the customer before such repairs are commenced, and

(ii) a notation is made of the date, time, person receiving the authorization to commence, and the name of the person authorizing the repairs. Once oral agreement is reached and the Written Estimate is mailed, the [licensee] service dealer need not wait for the customer to receive the mailed Written Estimate or return a written consent before commencing repairs.

(f) *Charges in excess of estimate.*

(1) Total charges (excluding tax) for repairs made [shall] must not exceed the original estimate or any subsequent estimate by more than 20 per cent, without the previous written or oral consent of the customer. Such consent may be communicated orally, provided that a notation is made of the date, time, person receiving such consent, and the name of the person authorizing the additional repairs and the [licensee] service dealer mails a copy of the Written Estimate to the customer before such repairs are commenced.

(2) When the final total charges (excluding tax) exceed the estimate by more than 20 percent and the customer does not authorize the increased cost estimate, the [licensee] service

dealer must reassemble the item and return same within five working days, without charging the customer a sum in excess of repairs completed and authorized in the Written Estimate.

(g) *Exemption.* Repairs made pursuant to an agreement between the customer and the service dealer that, for a fixed fee and for a specified time of at least nine months, an electronic or home appliance will be maintained or repaired without additional charge, are exempted from all of the provisions of this section, except 6 RCNY section 2-254(b)(1) through (6) and (8) and (9), but only to the extent of those repairs covered by such agreement.

#### **§ 2-255 Disclosure Required for Repairs Made in the Customer's Home.**

(a) *Estimate and authorization required.* Every [licensee] service dealer who makes a repair in the customer's home [shall] must not commence work without:

(1) informing the customer of [his or her] their right to request a Written Estimate and, if there is a charge for a Written Estimate, the amount of such charge; and

(2) furnishing the customer or [his or her] their agent with an estimate, which [shall] must be in writing if the customer so requests and which conforms in substance to the requirements of a Written Estimate, [as defined in 6 RCNY section 2-254(a)(1), (2), (4), (5) and (6)] except that such estimate need not comply with the requirements of 6 RCNY section 2-254(a)(3); and

(3) obtaining the customer's or [his or her] their agent's signed authorization to proceed with repairs, except that such authorization may be orally communicated under the circumstances and in the manner specified in 6 RCNY section 2-254(e) and (f).

(b) *Final bill required.* Every [licensee] service dealer who makes a repair in the customer's home shall not collect a fee for repair unless the [licensee] service dealer has first delivered a Final Bill, as defined in 6 RCNY section 2-257, to the customer or [his or her] their agent. If neither the customer nor [his or her] their agent is present, the Final Bill [shall] must be left at the customer's premises. The estimate, authorization and Final Bill may be contained in the same document, so long as the information required by 6 RCNY section 2-255(a) and (b) is included therein.

(c) *Charges in excess of estimate.* The total charges (excluding tax) for repairs [shall] must not exceed the original estimate by more than 20 percent, without [licensee] the service dealer first receiving the customer's written or oral consent to proceed with repairs, as provided by 6 RCNY section 2-254(f). When the customer does not authorize the increased cost estimate, the [licensee] service dealer must reassemble the item, in which case the [licensee] service dealer shall receive payment for only those repairs and costs which were authorized and completed, and only to the extent of the price provided in the estimate.

(d) *Disclosure of service call charge.* A [licensee] service dealer who charges for a service call separately from the costs of repair [shall] must fully disclose these policies prior to making a service call. If the charge for a service call is not a fixed, but a variable amount, a [licensee] service dealer must also disclose the applicable method of computation. Failure to make such disclosures shall be deemed to be an untrue and misleading practice.

#### **§ 2-256 Estimated Completion Date by Service Dealers.**

(a) A [licensee shall] service dealer must conspicuously set forth on the Written Estimate a delivery date or range of delivery dates, pursuant to 6 RCNY section 2-254(a)(3).

(b) Delivery of the repaired item, together with a Final Bill, as defined in 6 RCNY section 2-257, [shall] must be made by the latest date promised or stated for delivery in the Written Estimate, unless the customer is notified of the delay and the new anticipated delivery date or range of delivery dates in writing or by verbal communication supplemented within one day by a

writing. If the customer does not accept a new delivery date, then he or she must be informed of [his or her] their right to request return of [his or her] their property, completely reassembled, in which case the [licensee] service dealer shall receive payment for only those charges specified on the Written Estimate which were authorized and actually completed. If the customer does not agree to the [licensee's] service dealer's request for an extension of time, and if the [licensee] service dealer originally picked up the property at the customer's premises, then the property [shall] must be returned to the customer's premises within five working days; in all other cases, the property [shall] must be ready within three working days to be picked up by the customer or [his or her] their agent.

(c) When failure to make timely delivery is caused solely by the customer, a strike, or an act of God, it shall not be a violation of this section, except that notice of the delay and the new anticipated delivery date or range of delivery dates [shall] must be given to the customer as soon as possible in the manner provided in 6 RCNY section 2-256(b).

**§ 2-257 Final Bill Required from Service Dealers.**

(a) A [licensee shall] service dealer must give a legible copy of the Final Bill, together with the repaired item, to every customer.

(b) A Final Bill [shall mean] means a [writing] document containing:

- (1) the date of the Final Bill;
- (2) the true legal identity, business address and license number of the service dealer, as shown on the license issued by this Department;
- (3) the name and address of the customer;
- (4) a description of the item serviced, including make, model and serial number, where available, or such other features as will reasonably identify the item left for repair;
- (5) the complete and legible signature of the [licensee] service dealer or [his or her] their agent, or in cases where service is performed and completed in the customer's home, the signature of the [licensee's] agent who performed the service; and
- (6) a statement of total charges.

(c) The statement of total charges [shall] must include:

- (1) an itemized list of and description of parts replaced, which must:
  - (i) include a description by make, model and serial number or by class and type of each part, where available, or such other description as will reasonably identify each part; and
  - (ii) state if a part is used, rebuilt or reconditioned[, provided however that if a picture tube is installed, the description of such replacement tube shall conform to the requirements provided by 6 RCNY section 2-260]; and
  - (iii) state the charge for each part replaced; and
  - (iv) not contain miscellaneous charges such as "shop materials" or "shop supplies," or other similar all-inclusive phrases, which exceed \$3.00; and
  - (v) state if any part was replaced under a warranty or guarantee arrangement or for "no charge" and
  - (vi) state the [licensee's] service dealer's policy regarding warranties and guarantees on parts and labor, including:
    - (A) the [licensee's] service dealer's warranties or guarantees given in connection with repairs, and
    - (B) warranties or guarantees honored by the licensee.
- (2) a statement or description of the labor or technical services performed for which a charge was imposed, which shall include:

- (i) the total cost for such labor; and
- (ii) if time is relevant to the computation of labor charges, the total time spent on repair and the labor rate per hour; or
- (iii) any other basis used for computation and a description of the applicable method of computation.

(3) a statement of any additional charges, if any, for the Written Estimate, pick-up and delivery, service call, storage, installation and any other charges.

#### **§ 2-258 Copies of Service Dealer Documents.**

(a) A [licensee] service dealer must immediately give each customer a copy of every document which the customer has signed and every document required by 6 RCNY section 2-254, 2-255 and 2-257.

(b) A [licensee] service dealer must retain for a period of at least three (3) years, an original or a legible copy of all documents required by these regulations.

#### **§ 2-259 Return of Removed Parts by Service Dealers.**

(a) Unless a customer waives the right to have removed parts returned to [him or her] them, pursuant to 6 RCNY section 2-259(c), all such parts [shall] must be returned to [him or to her] such customer, except such parts as the service dealer requires for return to the manufacturer or distributor under a warranty agreement and except as provided by 6 RCNY section 2-259(b).

(b) Exhibit and tender of a removed part to the customer is sufficient,

(1) where the part:

(i) is replaced under a service contract or maintenance agreement for a fixed fee and for a specified time of at least nine months, where no additional charge is made to the customer for repairs; or

(ii) can be rebuilt and the [licensee] service dealer purchases it from the customer for that purpose and so notifies the customer by indicating the credited value in the Written Estimate; and

(2) where the [licensee] service dealer has so informed the customer; or

(3) where the [licensee] service dealer has determined that the part is unsafe, [he or she shall] provided that such service dealer must so inform the customer and give the customer the option of whether or not to accept the returned part.

(c) A customer may not waive the right to have all removed parts returned:

(1) prior to the customer receiving a Final Bill, except where replacement parts are to be mailed from a distance exceeding fifty miles from the boundaries of New York City; and

(2) in all circumstances, unless the customer has signed a statement acknowledging such waiver.

#### **§ 2-260 Picture Tubes. [Repealed]**

#### **§ 2-261 Service Dealer Warranties and Guarantees Given in Connection with Repairs.**

A [licensee shall] service dealer must warrant or guarantee:

(a) the individual parts replaced, for a minimum period of 90 days after the repaired item is delivered to the customer; and

(b) labor for such repairs, for a minimum period of 30 days after the repaired item is delivered to the customer. If the cause of the difficulty proves to be unrelated to parts replaced or servicing performed during the prior service call, a charge may be made for the parts and labor required to correct the problem.

### **§ 2-262 Service Dealer Insurance Coverage.**

(a) A [licensee shall] service dealer must at all times carry insurance which, in the opinion of the Commissioner, is adequate to protect the public. Sufficient coverage [shall] must include protection against liability for damage done to the customer's property and against loss by fire and theft of the average number of articles entrusted to the [licensee] service dealer or [his or her] their agents or left by customers at any one time with the [licensee] service dealer for service. Where special circumstances make it difficult or impossible to obtain the required insurance, an application may be made to the Commissioner for approval of a substitute means of coverage.

(b) A certificate of insurance, in which the insurance company undertakes to notify the Department of Consumer [Affairs] and Worker Protection as an interested party, [shall] must accompany every application by a service dealer for a license. Where a [licensee's] service dealer's insurance coverage is suspended or revoked for any reason, the applicable insurance carrier [shall] must promptly notify this Department of the extent and terms of the suspension or revocation.

(c) A [licensee shall] service dealer must notify this Department within five working days of damage to, theft or loss of customers' property which is in excess of 10 per cent of the average number of articles entrusted to the [licensee] service dealer or [his or her] their agents or left by customers at any one time with the [licensee] service dealer for service.

(d) Failure to maintain such insurance at all times shall be considered grounds for the suspension or revocation of a license issued to a service dealer pursuant to Subchapter 24 of Chapter 2 of Title 20 of the Administrative Code.

### **§ 2-263 Construction.**

(a) Nothing contained in [6 RCNY §§ 2-251 through 2-263] this subchapter shall be construed to relieve a licensee from compliance with any other applicable laws of New York City, New York State or the United States.

(b) Nothing contained in [6 RCNY §§ 2-251 through 2-263] this subchapter shall be construed to waive any right that a customer may have under common law or statute.

(c) In the event that all or any part of [6 RCNY §§ 2-251 through 2-263 are] this subchapter is in conflict with any other regulation of the Department of Consumer [Affairs] and Worker Protection, these regulations shall take precedence.

### **§ 2-264 Severability.**

If any provision of [6 RCNY §§ 2-251 through 2-263] this subchapter or the application of such provision to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of these regulations which can be given effect without the invalid provision or application, and to this end the provisions of these regulations are severable.

### **§ 2-265 Audio Equipment.**

The term "audio equipment," as used in section 20-411 of the New York City Administrative Code, includes devices such as telephones, cellular telephones, beepers or pagers.

### **§ 2-266 Disclosures Pertaining to Gray Market Merchandise.**

(a) As used in this section, the term "gray market merchandise" means any brand-name electronic good, as defined in section 20-411 of the New York City Administrative Code, which is normally accompanied by an express written warranty valid in the United States of America which is imported into the United States through channels other than the manufacturer's authorized United States distributor for sale to the public and which, by reason of this manner of distribution, may not be accompanied by the manufacturer's express written warranty valid in

the United States. The term "gray market merchandise" is limited to products purchased by a consumer for use primarily for personal, family or household purposes.

(b) Every electronics store which offers for sale gray market merchandise must conspicuously post on a tag or sign that is attached to such merchandise or the external surface of its package that is visible at the point of display of such merchandise as applicable, such merchandise is not or may not be:

- (1) accompanied by the manufacturer's express written warranty valid in the United States;
- (2) accompanied by instructions in English;
- (3) eligible for a rebate offered by the manufacturer; or
- (4) compatible with United States electrical currents or broadcast frequencies.

(c) Every electronics store which offers for sale gray market merchandise must include the disclosures required by subdivision b of this section for any gray market merchandise offered for sale in any written advertisement relating to such merchandise. Such disclosures must be made in type of conspicuous size.

(d) It shall be an affirmative defense as to the disclosure required in paragraph 1 of subdivision b of this section that the consumer is provided with a written warranty which offers equal or greater protection than the manufacturer's warranty through a warrantor demonstrated to be a financially responsible retailer, distributor, importer or other third person capable of fulfilling warranty obligations.

§ 6. Section 2-312 of subchapter AA chapter 2 of Title 6 of the Rules of the City of New York, relating to licensing of general vendor distributors, is REPEALED.

§ 7. Subchapter CC of chapter 2 of Title 6 of the Rules of the City of New York, relating to electronic stores, is REPEALED.

§ 8. The following row of the table set forth in section 6-19 of chapter 6 of Title 6 of the Rules of the City of New York is amended to read as follows:

| Citation                        | Violation Description                               | First Violation | First Default | Second Violation | Second Default | Third and Subsequent Violation | Third and Subsequent Default |
|---------------------------------|-----------------------------------------------------|-----------------|---------------|------------------|----------------|--------------------------------|------------------------------|
| Admin. Code § [20-265] 20-263.3 | Operating as a second hand dealer without a license | \$100 per day   | \$100 per day | \$100 per day    | \$100 per day  | \$100 per day                  | \$100 per day                |

§ 9. The table set forth in section 6-22 of chapter 6 of Title 6 of the Rules of the City of New York is amended by deleting the following row:

| Citation                 | Violation Description                                                                        | First Violation | First Default | Second Violation | Second Default | Third and Subsequent Violation | Third and Subsequent Default |
|--------------------------|----------------------------------------------------------------------------------------------|-----------------|---------------|------------------|----------------|--------------------------------|------------------------------|
| [Admin. Code § 20-297.4] | [Failure to comply with industrial laundry or industrial laundry delivery bond requirements] | [\$375]         | [\$500]       | [\$450]          | [\$500]        | [\$500]                        | [\$500]                      |

§ 10. The following row of the table set forth in section 6-30 of chapter 6 of Title 6 of the Rules of the City of New York is amended to read as follows:

| Citation                              | Violation Description                            | First Violation | First Default | Second Violation | Second Default | Third and Subsequent Violation | Third and Subsequent Default |
|---------------------------------------|--------------------------------------------------|-----------------|---------------|------------------|----------------|--------------------------------|------------------------------|
| Admin. Code § 20-410] <u>20-409.4</u> | Failure to maintain electronic record of service | \$750           | \$1,000       | \$900            | \$1,000        | \$1,000                        | \$1,000                      |

§ 11. The section heading of and table set forth in section 6-31 of chapter 6 of Title 6 of the Rules of the City of New York are amended to read as follows:

**§ 6-31 [Electronic or Home Appliance Service Dealer] Electronics Penalty Schedule.**

| Citation                                                                    | Violation Description                                                                                                           | First Violation      | First Default      | Second Violation     | Second Default       | Third and Subsequent Violation | Third and Subsequent Default |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------|----------------------|----------------------|--------------------------------|------------------------------|
| Admin. Code § 20-412                                                        | Operating [business as an electronic or home appliance service dealer] without [a] <u>an electronics license</u>                | \$100 per day        | \$100 per day      | \$100 per day        | \$100 per day        | \$100 per day                  | \$100 per day                |
| <u>Admin. Code § 20-416</u>                                                 | <u>Improper transfer of license</u>                                                                                             | <u>\$131</u>         | <u>\$175</u>       | <u>\$270</u>         | <u>\$300</u>         | <u>\$500</u>                   | <u>\$500</u>                 |
| Admin. Code § 20-417 [(1) through (5)] <u>(a), (b), and (d) through (j)</u> | Failure to comply with the duties of an [electronic or home appliance service dealer] <u>electronics licensee</u>               | [\$175] <u>\$131</u> | \$175              | [\$300] <u>\$270</u> | \$300                | \$500                          | \$500                        |
| Admin. Code § 20-417 [(6)] <u>(c)</u>                                       | Failure to [display the required repair sign] <u>provide receipts</u>                                                           | [\$175] <u>\$0</u>   | [\$175] <u>\$0</u> | [\$300] <u>\$175</u> | [\$300] <u>\$175</u> | [\$300] <u>\$500</u>           | [\$300] <u>\$500</u>         |
| [Admin. Code § 20-417(7)]                                                   | [Failure to carry required insurance]                                                                                           | [\$500]              | [\$500]            | [\$500]              | [\$500]              | [\$500]                        | [\$500]                      |
| Admin. Code § 20-420                                                        | Engaging in prohibited practices                                                                                                | [\$175] <u>\$131</u> | \$175              | [\$300] <u>\$270</u> | \$300                | \$500                          | \$500                        |
| 6 RCNY § 2-251                                                              | [Engaging] <u>Service dealer engaging</u> in prohibited practices                                                               | [\$175] <u>\$131</u> | \$175              | [\$300] <u>\$270</u> | \$300                | \$500                          | \$500                        |
| 6 RCNY § 2-252                                                              | Improper advertising by service dealers                                                                                         | [\$175] <u>\$131</u> | \$175              | [\$300] <u>\$270</u> | \$300                | \$500                          | \$500                        |
| 6 RCNY § 2-253                                                              | Failure <u>by service dealer</u> to display required information                                                                | [\$175] <u>\$131</u> | \$175              | [\$300] <u>\$270</u> | \$300                | \$500                          | \$500                        |
| 6 RCNY § 2-253(a)(1)                                                        | Failure to display required information regarding service dealer's true identity                                                | [\$175] <u>\$131</u> | \$175              | [\$300] <u>\$270</u> | \$300                | \$500                          | \$500                        |
| 6 RCNY § 2-253(a)(2)                                                        | Failure <u>of service dealer</u> to display required information regarding "cash only" or "cash or certified check" only policy | [\$175] <u>\$131</u> | \$175              | [\$300] <u>\$270</u> | \$300                | \$500                          | \$500                        |
| 6 RCNY § 2-253(a)(3)                                                        | Failure <u>of service dealer</u> to display required notice                                                                     | [\$175] <u>\$131</u> | \$175              | [\$300] <u>\$270</u> | \$300                | \$500                          | \$500                        |
| 6 RCNY § 2-254                                                              | Failure to comply with disclosure required for repairs made on [licensee's] <u>service dealer's</u> premises                    | [\$175] <u>\$131</u> | \$175              | [\$300] <u>\$270</u> | \$300                | \$500                          | \$500                        |

|                     |                                                                                                             |                                                      |                                |                                                      |                                |                                   |                                 |
|---------------------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------------|------------------------------------------------------|--------------------------------|-----------------------------------|---------------------------------|
| 6 RCNY<br>§ 2-255   | Failure to comply with disclosure required for repairs made <u>by service dealer</u> in the customer's home | [\$175] <u>\$131</u>                                 | \$175                          | [\$300] <u>\$270</u>                                 | \$300                          | \$500                             | \$500                           |
| 6 RCNY<br>§ 2-256   | Failure to comply with <u>service dealer</u> estimated completion date requirements                         | [\$175] <u>\$131</u>                                 | \$175                          | [\$300] <u>\$270</u>                                 | \$300                          | \$500                             | \$500                           |
| 6 RCNY<br>§ 2-257   | Failure to comply with <u>service dealer</u> final bill requirements                                        | [\$175] <u>\$131</u>                                 | \$175                          | [\$300] <u>\$270</u>                                 | \$300                          | \$500                             | \$500                           |
| 6 RCNY<br>§ 2-258   | Failure to give or maintain copies of <u>service dealer</u> documents                                       | [\$175] <u>\$131</u>                                 | \$175                          | [\$300] <u>\$270</u>                                 | \$300                          | \$500                             | \$500                           |
| 6 RCNY<br>§ 2-259   | Improper return of removed parts <u>by service dealer</u>                                                   | [\$175] <u>\$131</u>                                 | \$175                          | [\$300] <u>\$270</u>                                 | \$300                          | \$500                             | \$500                           |
| [6 RCNY<br>§ 2-260] | [Failure to comply with the picture tubes requirements]                                                     | [\$175]                                              | [\$175]                        | [\$300]                                              | [\$300]                        | [\$500]                           | [\$500]                         |
| 6 RCNY<br>§ 2-261   | Improper warranty or guarantees <u>by service dealer</u>                                                    | [\$175] <u>\$131</u>                                 | \$175                          | [\$300] <u>\$270</u>                                 | \$300                          | \$500                             | \$500                           |
| 6 RCNY<br>§ 2-262   | Improper insurance coverage <u>by service dealer</u>                                                        | [\$175] <u>\$131</u> (plus 0 to 15 day suspension)** | \$175 (plus 15 day suspension) | [\$300] <u>\$270</u> (plus 0 to 30 day suspension)** | \$300 (plus 30 day suspension) | \$500 (plus license revocation)** | \$500 (plus license revocation) |
| 6 RCNY<br>§ 2-266   | Failure to comply with regulations pertaining to gray market merchandise                                    | <u>\$131</u>                                         | <u>\$175</u>                   | <u>\$270</u>                                         | <u>\$300</u>                   | <u>\$500</u>                      | <u>\$500</u>                    |

§ 12. Section 6-35 of chapter 6 of Title 6 of the Rules of the City of New York, relating to the electronic stores penalty schedule, is REPEALED.

§ 13. The table set forth in section 6-68 of chapter 6 of Title 6 of the Rules of the City of New York is amended by deleting the following rows:

| Citation                 | Violation Description                                                                                                                                                                                                                                                                                                  | First Violation | First Default | Second Violation | Second Default | Third Violation | Third Default | Fourth and Subsequent Violation | Fourth and Subsequent Default |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|------------------|----------------|-----------------|---------------|---------------------------------|-------------------------------|
| [Admin. Code § 20-474.1] | [Unlicensed distribution of goods to a vendor; unlicensed driver, operating on the distributor's behalf, fails to carry proof of the distributor's license or fails to comply with the General Vendor law/rules; failure to notify DCWP within 10 days of changes to information in distributor's license application] | [\$25]          | [\$25]        | [\$50]           | [\$50]         | [\$100]         | [\$100]       | [\$250]                         | [\$250]                       |
| [Admin. Code § 20-474.2] | [Distributor's delivery vehicle without the required ID]                                                                                                                                                                                                                                                               | [\$25]          | [\$25]        | [\$50]           | [\$50]         | [\$100]         | [\$100]       | [\$250]                         | [\$250]                       |

§ 14. These rules take effect on September 8, 2026.