

**DELIVERY OF  
FURNITURE AND  
MAJOR APPLIANCES**

# DELIVERY OF FURNITURE AND MAJOR APPLIANCES

## Rules of the City of New York: Title 6

- § 5-01. Definitions.
- § 5-39. Cancellation of Home Appointments.
- § 5-50. Delivery of Furniture and Major Appliances.

**Note:** New York City businesses must comply with all relevant federal, state, and City laws and rules. All laws and rules of the City of New York, including the Consumer Protection Law and Rules, are available through the Public Access Portal, which businesses can access by visiting [www.nyc.gov/consumers](http://www.nyc.gov/consumers). For convenience, sections of relevant New York State Law and/or New York City Law and Rules are included as a handout in this packet. The New York City Law and Rules are current as of 2012.

Please note that businesses are responsible for knowing and complying with the most current laws, including any City Council amendments. The Department of Consumer Affairs (DCA) is not responsible for errors or omissions in the handout provided in this packet. The information is not legal advice. You can only obtain legal advice from a lawyer.

**RULES OF THE CITY OF NEW YORK**  
**TITLE 6: DEPARTMENT OF CONSUMER AFFAIRS**  
**CHAPTER 5: UNFAIR TRADE PRACTICES**  
**SUBCHAPTER A: CONSUMER PROTECTION LAW**  
**PART 4: CONTRACTS AND GENERAL BUSINESS PRACTICES**

**§ 5-01. Definitions.**

**Consumer.** “Consumer” means an individual who buys or leases consumer goods or services, and that individual's co-obligor or surety.

**Consumer goods and services.** “Consumer goods and services” means goods or services (including credit) that are primarily for personal, household, or family purposes.

**Item.** “Item” means goods and services.

**Legal name.** “Legal name” means:

- (1) the true corporate name of a corporation; or
- (2) the name of at least one partner of a partnership; or
- (3) the name of at least one owner of a business that is not a corporation or a partnership.

**Seller.** “Seller” means any individual or business that offers to sell or lease consumer goods or services. “Seller” includes manufacturers, wholesalers, and others who are responsible for any act or practice regulated by this code.

**§ 5-39. Cancellation of Home Appointments.**

(a) *Cancellation of home appointments.*

- (1) When a seller makes an appointment with a consumer to pick up, deliver, inspect or repair goods at the consumer's home, the seller must keep the appointment or give the consumer written or verbal notice of cancellation. The notice must be received before the end of the business day before the day of the appointment. If it is impossible for the seller to give notice by the end of the day before the appointment day, the seller must give notice as soon as possible.
- (2) When verbal notice is given, the seller must mail a notice of the cancellation the next day. This need not be done, however, if the seller and consumer reschedule the appointment for a date within three days of the date the seller cancelled.
- (3) A seller may cancel an appointment without notice only if the cancellation is caused by the consumer, by natural disaster, or by strike. Employee illness and mechanical breakdown do not relieve the seller of the obligation to give notice.

(b) *Record keeping.* A seller who cancels an appointment must prepare, and keep for one year, a record with the following information:

- (1) seller's name;

- (2) consumer's name and address;
- (3) description of the goods;
- (4) date of appointment which was cancelled;
- (5) date appointment has been postponed to, if any;
- (6) date that notice of cancellation was given.

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**TITLE 6: DEPARTMENT OF CONSUMER AFFAIRS**  
**CHAPTER 5: UNFAIR TRADE PRACTICES**  
**SUBCHAPTER A: CONSUMER PROTECTION LAW**  
**PART 5: SPECIFIC BUSINESS AND INDUSTRY REGULATIONS**  
**SECTION 5-50: DELIVERY OF FURNITURE AND MAJOR APPLIANCES**

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**Seller.** “Seller” means any individual or business that offers to sell or lease consumer goods or services. “Seller” includes manufacturers, wholesalers, and others who are responsible for any act or practice regulated by this code.

**§ 5-50. Delivery of Furniture and Major Appliances.**

- (a) *Scope.* This section applies to the sale of furniture and major appliances for use in a home. Furniture includes chairs, tables, cabinets, desks, sofas, carpets, beds and chests. This section does not apply to furniture which is in substantial part custom-made. Major appliances include air conditioners, audio and video equipment, clothes dryers and washing machines, dishwashers, freezers, refrigerators, stoves, ranges, ovens, sewing machines, and televisions. This section does not apply to sales of major appliances which have a purchase price of two hundred dollars or less.
- (b) *Disclosure.*
  - (1) When a consumer orders furniture or a major appliance, the seller must disclose an estimated delivery date or range of delivery dates, conspicuously on the consumer's copy of the order.
  - (2) When a seller will not be able to deliver furniture or a major appliance by the latest estimated delivery date disclosed on the order, the seller must immediately notify the consumer in writing of:
    - (i) the delay;

- (ii) a new estimated delivery date or range of delivery dates; and
  - (iii) the consumer's options, as set forth in § 5-50(d), if delivery is not made by the latest estimated delivery date on the order.
- (c) The seller does not need to notify the consumer of a delay in delivery if the delay is caused entirely by the consumer.
- (d) *Seller's extension of time due to strike.* When a delay in a delivery is caused by a strike, the seller is entitled to an additional amount of time equal to the duration of the strike to make the delivery.
- (e) *Consumer options if a seller fails to deliver.*
  - (1) When a seller does not deliver furniture or a major appliance by the latest estimated delivery date on the order, unless the seller's time has been extended because of a strike, the consumer can:
    - (i) cancel the order and request a refund; or
    - (ii) cancel the order and request a credit for the full amount paid; or
    - (iii) negotiate a new delivery date; or
    - (iv) select new furniture or another major appliance.
  - (2) If the consumer cancels the order and requests a full refund or a credit for the full amount paid, the seller must give the consumer the full refund or credit for the full amount paid within two weeks of the consumer's request.
  - (3) If the consumer negotiates a new delivery date, the new date chosen shall replace the latest delivery date stated on the original order. The consumer shall have the same rights with respect to the new date as if it were the latest delivery date disclosed on the original order.
  - (4) This subdivision (d) does not apply if the delay or failure to deliver is caused entirely by the consumer.