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Protecting Rights Promoting Justice

Know Your Housing Rights:

Signing Leases 101

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TOPICS

- What is a Lease?
- Background and Credit Checks
- Important Elements of a Lease
  - Who is on the lease?
  - Example of Typical Lease
- Security Deposits
- Electronic Payments, Tenant's Right to Receipts, Late Fees
- Renter's Insurance
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- Overview of Eviction Types
- Good Cause Eviction
- Lease Terminations without GCE
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- Domestic Violence and Lease Terminations
- Vacating a Unit
- Tenant's Right to Heat, Hot Water, and Repairs

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What is a lease?

A lease is an agreement in which the owner of property allows the use of the property for a specified period of time (term) for specific periodic payments (rent), and other terms and conditions.

Any lease that lasts for a full year or more must be in writing.

A lease is a type of contract. The parties are legally bound to the terms as they are written.
A verbal understanding with the landlord that is in addition to what is in the lease or different from what is written in the lease will almost never hold up in court.

Background and Credit Checks

- Before signing a lease, landlords can charge a maximum of $20 for credit and background checks.
- The landlord must provide the applicant with a copy of the background or credit check, including an invoice from the company that completed the check.
  - Landlords are prohibited from charging for a background or credit check if they do not provide the applicant with a copy.
- Applicants can provide their own background and credit checks to avoid fees, so long as the check was performed within 30 days prior.

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Important Elements of a Lease

- Description of the premises (address)
- Names and addresses of the parties
- Duration of the rental
- Rent, payment of rent, penalties for late payments
- Rights and obligations of parties

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Who is on the lease?

- Landlord: a person who owns property and rents or leases it to another.
- Leaseholder (tenant): A person or persons with a legally binding agreement (lease) with a property owner. Tenant's rights are stipulated in the lease agreement. Tenants have a legal obligation to fulfill lease conditions, like paying rent.
- Guarantors (maybe): a person who does not take possession or have possessory rights to a lease but who guarantees that they will make rent payments in the event of default by the tenant(s)
    - The landlord and any guarantors do not have a landlord-tenant relationship so the guarantor cannot be sued in eviction proceedings BUT they can be sued for unpaid rent in civil court.

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Typical Lease

Link to example

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Security Deposits

- Money held in trust by the landlord during the tenancy.
  - Buildings with 6+ units must place all security deposits in a NYS interest-bearing account. Tenants must be informed in writing of the bank's name and address and the amount of the deposit.
- All tenants can be required to provide a security deposit but NYS limits the deposit to the equivalent of one month's rent (GOL § 7-108.1-a).
- If the lease is renewed at a greater amount or rent increases during the term of the lease, the landlord is allowed to collect additional money from the tenant to bring the security deposit up to the new monthly rent.
- Landlords may use a security deposit as a reimbursement for any unpaid rent, or the reasonable cost of repairs beyond normal wear and tear
  - To retain the deposit, the landlord must follow specific procedures, including sending an itemized statement within 14 days.

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Electronic Payments and Other Rent Payment Tips

- Payment in cash is an absolute last resort.
- Keep records of your payments whether or not your landlord gives you receipts, and if your landlord does not give you receipts, bring a receipt book when you pay your rent."
- When you pay by check or money order, write in the memo line what month, or months, the payment is for and if it is for only rent and not other charges like parking, write 'December 2025 rent only.'
- It is not permissible to require electronic payment or charge you extra if you do not use electronic payment. Portals or other paperless ways of paying can be convenient. The law does not have an exemption for the receipt rules for electronic payment.
- If you have any dispute about non-rent fees or if you are catching up on rent or a combination of rent and non-rent, it is important to communicate what you are paying and when, such as a message within the portal or a text or email right after you make your payment. Make and save screenshots and keep them someplace you will be able to access if you get a new phone.

Tenant's Right to Rent Receipts

- If a tenant pays in any form other than a personal check, the landlord must provide a written receipt with the:
  - Date
  - Amount
  - Identity of premises
  - Period for which rent was paid and
  - The signature of the person receiving the rent.
- If a tenant pays with a personal check and requests a receipt, that request stands for duration of tenancy.
- Landlord must keep cash receipt records at least three years.
- If rent is paid in person, then receipt must be given immediately.
- If rent is paid indirectly, then receipt must be given within 15 days of LL receipt.

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LATE FEES

Since 2019:

- Late fees can only be charged it rent is paid 5 days after it is due.
- Late fees are now limited to $50, or 5% of your monthly rent, whichever is less.
- If your rent is subsidized, that's 5% of your SHARE
- Landlords must also send a letter by certified mail when rent is late/missing.

Remember: a landlord cannot require an electronic payment system and cannot charge a fee to a tenant who does not opt to use an electronic payment system, RPL 235-g.

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Renter's Insurance

Many leases require renter's insurance. Even if the lease does not require renter's insurance, it is a good idea because that may be the only way to recover for belongings that are damaged, and most help with hotel stays if there is a condition that makes it impossible to live in the apartment.

Renter's insurance is different from financial products that have emerged recently, often labeled as security deposit insurance. These are marketed as a low-cost alternative to paying a full month's security deposit. There have been reports of contracts which include a requirement to pay claims by the landlord for more than the security deposit, without adequate protection for fabricated claims. Buyer be very wary!



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Roommates

- A landlord may not restrict occupancy of an apartment to the tenant of record RPL §235-f(1)(a).
- NYS RPL § 235-f aka the "Roommate Law" permits occupancy by the tenant of record, immediate family of the tenant, one additional occupant, and the dependent children of the tenant.
- A roommate who pays rent to the tenant of record is a permitted occupant and not an illegal sublessee, **as long as the tenant retains residence in the unit.**
  - As a general rule, occupants do not acquire any right to continued occupancy or tenants rights if the tenant vacates.
  - Tenants must inform the landlord of the name of any occupant within 30 days after the commencement of the occupancy or within 30 days following a request by the landlord.
  - Landlords CAN restrict occupancy to comply with federal, state, or local laws, regulations, ordinances, or codes.

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Subleasing

- When an apartment is sublet, the prime tenant leases their right to occupy the apartment to another individual for a finite period of time. The prime tenant retains the rights and obligations under the lease.
- In buildings with less than four units, subletting is, in general, governed by the terms of the lease between the landlord and tenant.
- RPL § 226-b governs the right to sublease in buildings with four or more units.
  - The tenant must notify the landlord in writing of their intent to sublet.
  - The notice must be mailed to the landlord with certified mail.
  - The notice must include:
    - term of the sublease, name of proposed sublessee, business and permanent home address of proposed sublessee, tenant's reason for subletting, tenant's address for the term of the sublease, written consent of any co-tenant or guarantor, copy of proposed sublease acknowledged by tenant and subtenant
  - The landlord must respond to the notice within 30 days and their permission may not be unreasonably withheld.
  - A sublet that does not comply with RPL § 226-b has been held to be a substantial breach of the lease

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Eviction Cases

- **Non-Payment Eviction**
- Landlord is seeking rent owed in court
- Landlord asks court for:
  - Money judgment for all past due rent
  - Warrant of Eviction if money judgment is not paid
- To bring a Non-payment Case in Housing court, the landlord is required to first serve tenant with a 14-day rent demand.

- **Holdover Eviction**
- Two types of Holdover Evictions
  - **No Cause** Holdover: Landlord wants to reclaim the property after the lease term ends and tenant has not left.
  - **For Cause** Holdover: Landlord alleges the tenant is doing something illegal, is damaging the property or disturbing neighbors, or has some how violated the lease.

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Good Cause Eviction

- Tenants covered by good cause eviction laws cannot be evicted from their apartment without a reason
- Violation of the lease, creating a nuisance, landlord wants the apartment for family/personal use, etc.
- GCE also limits rent increases to CPI + 5%, or about 8.38% this year
- Landlord's can seek higher increases and justify the increase in court if challenged
- Apartments covered by the law will vary by municipality
- No tenant, with a current lease can be evicted without cause, during the term of the lease

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Good Cause Eviction Law in the Village of New Paltz

- Since November 2024, the Village of New Paltz's Good Cause Eviction Law protects tenants who could otherwise be evicted simply because the lease has ended
- Small landlord exception to Good Cause Eviction Law: owner rents no other apartments in New York.
- A tenant can be evicted for non-payment of rent. BUT, if the rent has been increased by more than about 8.38% as of now (this changes as the consumer price index changes), there is a defense to an eviction for non-payment of rent for not paying the increase. The owner would have to justify that such a high increase was reasonable.

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Lease Terminations without Good Cause

- For rentals where Good Cause Eviction protections do not apply, landlords are not required to renew leases.
- Leases MAY contain automatic renewal clauses. In those cases, the landlord must give the tenant advanced notice of the existence of the clause 15-30 days before the tenant is required to notify the landlord with an intention to not renew the lease.
- RPL § 226-c, if a landlord intends to renew a lease with more than a 5% rent increase, or a landlord intends to not renew a lease, they must provide written notice based on the following schedule:

Lease/Tenancy Duration	Required Notice Period
Less than 1 year	30 Days
1 Year to 2 Years	60 Days
More than 2 Years	90 Days

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Month-to-Month without GCE

- Renter's who do not have leases and pay rent on a monthly basis are called "month-to-month" tenants.
- Tenants who stay past the end of a lease are month-to-month tenants if the landlord accepts rent.
- Month-to-month tenancies can be terminated by either party. If the landlord wants to terminate the tenancy, they must follow the same notice periods as lease renewals:

Lease/Tenancy Duration	Required Notice Period
Less than 1 year	30 Days
1 Year to 2 Years	60 Days
More than 2 Years	90 Days

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Domestic Violence and Lease Termination

New York law recognizes that domestic violence may make it unsafe for a tenant or household to continue living in the same apartment, and provides for a survivor or a member of the survivor's household to terminate the lease to end liability for rent for the remainder of the lease.

Unless the landlord is the perpetrator, the survivor or a member of the household needs to inform the landlord in writing, and the landlord can request supporting documentation within 25 days.

If there is an order of protection or a police report, that is supporting documentation.

It is not always safe to seek an order or protection or police intervention, so the statute allows the supporting documentation to be a certification from a social worker, advocate, lawyer, or clergy member. The text of the statute includes a sample certification. RPAPL 227-C

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Vacating a Unit

If you leave your apartment before your lease ends, your landlord must make a good faith effort to fill the vacancy. If the landlord finds a new tenant and the new tenant's rent is equal or higher to your rent, your lease is considered terminated and you are no longer liable for rent.

Best practices when vacating a unit at the end of a lease:

- Provide written notice of the intent to vacate (include address, intended move out date, forwarding address, request for move out inspection)
- Request a move out inspection 1-2 weeks before intended move out date. If there are any issues, the landlord must provide the tenant with a written list of issues to fix before moving out to avoid deductions from the security deposit
- Document the conditions of the apartment. Take time stamped pictures and videos
- Return all keys and get a written receipt or confirmation
- Do NOT leave belongings behind or you could end up paying rent for your old couch!

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Tenant's Rights to Heat, Hot Water, and Repairs

- Every tenant is entitled to a safe and livable home. This is called the warranty of habitability. A landlord cannot put language in a lease which denies you this right.
- There are state, county and local building regulations which define habitability.
- Heat and hot water must be provided: in Ulster County your apartment must be kept to at least 68 degrees (or be capable of getting that warm) year-round, no matter what time of year or day,
- A tenant is entitled to have the landlord make repairs that affect health and safety, such as fixing leaks, maintaining lighting in common areas, a secure lock on the main door of the building.

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What to do if repairs are needed?

- Inform your landlord in writing!
  - Text, e-mail, portal, etc.
- To best protect your rights, you should let your landlord know of dangerous or unsanitary conditions, repair issues
- Take photographs/videos
- Save any communications about promises that workers will come, and save proof that you were home any time you were told to expect workers to come.
- The Department of Buildings can send an inspector to conduct an inspection and may issue violations. If your landlord does not remedy the violations, they can face penalties.
- The violation reports can help prove the conditions to help you raise a Warranty of Habitability defense to a non-payment eviction.
- If you have Section 8, report conditions to your Section 8 provider- an inspector should come out!

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Resources

NYS Attorney General's Tenants' Rights Guide

The primary New York State laws that govern residential tenancies are the Real Property Law (Articles 6-a and Article 7) and Real Property Actions and Proceedings Law (Articles 7 and 7-d). New York makes the text of its laws publicly available here, Laws of New York.

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