Discrimination: It is unlawful to deny a person housing based on their race, creed, color, national origin, gender identity or expression, disability, sexual orientation, military status, marital status, family status, lawful source of income or status as a victim of domestic violence. Further, in New York City, it is also unlawful to deny a person housing based on partnership status or immigration status. Persons in recovery from alcohol dependence and persons with AIDS or who are HIV-positive are also protected from housing discrimination.

Leases
A lease is an oral or written contract between a tenant and a landlord stating the terms and conditions of the rental agreement.

After it is signed, the lease may not be changed without consent of both parties. Any changes in your lease should be in writing and signed by you and your landlord. Public housing authority leases and leases for rent-stabilized units have their own regulations and specific lease conditions.

For your protection, read and understand your lease before signing it. At a minimum, your lease should always include:

- the identities of the parties to the agreement;
- the term of the lease;
- a clear description of the rental space, including appliances and other furnishings;
- who is liable for utility expenses;
- the amount of rent;
- the date rent is due;
- penalties for late rent payments, if any;
- the landlord’s responsibilities;
- the tenant’s responsibilities; and
- provisions regarding painting.

Before you sign a lease
Landlords cannot collect application fees and cannot charge more than a total of $20 for background or credit check fees. The landlord must provide the potential tenant with a copy of the background check or credit check and a receipt or invoice from the entity conducting the check prior to collecting the $20. If a potential tenant provides a copy of a background check or credit check conducted within the past 30 days, this fee may be waived.

Examine the windows, wiring, insulation, plumbing, walls, floors, stairways, stove, refrigerator, toilet, sinks and heating system. These items should be in good working condition. If they aren’t, address or resolve the matter before signing the lease.

If you discover issues after you have moved in, write to your landlord requesting repairs within a reasonable amount of time. Remember, read the lease carefully and know your legal responsibilities under the lease.

Early lease termination
If you wish to terminate your lease before the end of its time, your landlord is required to attempt to mitigate damages by making a reasonable, good faith attempt to re-rent the unit. You may also, in some instances, sublet or assign the apartment.

Senior citizens moving to health care facilities, as well as victims of domestic violence who reasonably fear that they cannot safely remain in their households, are covered by special protections in the law for early lease termination.
Tenants’ Rights & Protections in New York State

**Heat**
In a building with three or more units, between Oct. 1 and May 31, landlords are required by state law to provide heating equipment that can maintain room temperatures of 68°F between 6 a.m. and 10 p.m. when the temperature outside is below 55°F.

In New York City, between 10 p.m. and 6 a.m., the inside temperature must be at least 62°F regardless of the outside temperature.

**Housing code violations**
Any problems endangering your health and safety should be reported to the landlord immediately. If the landlord is not available or won’t correct the problem, tenants should call their local health or building department. New York City tenants can contact the Department of Housing Preservation and Development by calling 311 (TTY 212-504-4115) or by visiting portal.311.nyc.gov/report-problems.

**Subleases**
If you live in a building with three or fewer apartments, you do not have the right to sublet. You may ask the landlord for permission to sublease your apartment, but the landlord does not have to agree.

In buildings with four or more apartments, you are allowed to sublease your apartment with the advance written consent of the landlord. As the original tenant of a subleased apartment, you remain liable for damages and/or security deposits. As the original tenant of a subleased apartment, you remain liable for damages and/or security deposits. As the original tenant of a subleased apartment, you remain liable for damages and/or security deposits. As the original tenant of a subleased apartment, you remain liable for damages and/or security deposits. As the original tenant of a subleased apartment, you remain liable for damages and/or security deposits. As the original tenant of a subleased apartment, you remain liable for damages and/or security deposits. As the original tenant of a subleased apartment, you remain liable for damages and/or security deposits. As the original tenant of a subleased apartment, you remain liable for damages and/or security deposits.

6. In New York City, it is prohibited to sublease an apartment in a class A dwelling, which is a building occupied by permanent residents, for fewer than 30 days.

**Security deposits**
A security deposit is a sum of money held by the landlord to cover violations of the lease — e.g., damages — caused by a tenant or nonpayment of rent. The law limits a security deposit to an amount equal to one month’s rent and requires any deposit to be refundable. Tenants also have the right to ask for a walk-through inspection with the landlord before occupancy and again at the end of the tenant. As a tenant, you should request a receipt for your security deposit. In buildings with six or more housing units, the landlord must:
1. deposit your money in an interest-bearing account;
2. give you the name and address of the bank in writing;
3. hold the interest in trust or pay it to you annually. The landlord may retain 1% of the interest generated from the security deposit for administrative expenses.

In buildings with fewer than six housing units, the landlord is not required to deposit the money in an interest-bearing account. If the landlord decides to deposit the money in a bank, you’re entitled to proper notification and interest, if any, less 1% for administrative expenses.

When you move, you should receive a refund of the security deposit. You’re responsible for any damages beyond normal wear and tear, and your landlord may withhold all or part of the security deposit to cover damage or unpaid rent. Landlords are required to provide an itemized account of why any security deposit was retained within 14 days of the tenant vacating the premises. The landlord can be found liable for punitive damages up to twice the amount of the deposit if they willfully failed to follow the new provisions relating to security deposits.

**Evictions**
Eviction is the legal removal of a person from someone else’s property. The steps in an eviction are:
1. Tenant defaults in rent payments and/or breaks the terms of the lease or the lease expires. Tenants have 14 days to pay their rent before an action can be brought.
2. Landlord files a complaint and serves a petition to the tenant. Tenants must be given at least 10 days’ notice for a court hearing.
3. Tenant appears in court to contest the eviction and to raise any counterclaims against the landlord. If there is a dispute, either party may request an adjournment of at least 14 days. In certain circumstances, the law also allows judges to stay an eviction proceeding if it would cause undue hardship in a tenant’s life. Tenants who don’t contest the eviction in court lose the case by default.
4. If the landlord wins, the court issues a warrant, ordering the tenant’s eviction, to be served by the marshal or sheriff on a business day between the hours of sunrise and sunset. The court may also issue a monetary judgment against the tenant. If the landlord can’t prove his or her case, the action is dismissed. If the tenant wins a counterclaim, the court issues a judgment against the landlord.
5. If the case involves the nonpayment of rent, the tenant can usually end the action by paying rent before the warrant is issued.
6. The warrant is served, giving the tenant 14 days to collect their belongings and find a new home.
7. After 14 days, the marshal or sheriff removes the tenant’s belongings from the premises and locks the tenant out.

**Retaliatory eviction protections**
Every lease is a guarantee by the landlord that the premises are fit for human habitation and tenants may not be in danger — called a warranty of habitability. Breach of this guarantee can be grounds for a tenant to sue the landlord or, if the landlord has started a court action, have the landlord’s action dismissed.

However, tenants are often reluctant to report violations of housing codes or seek enforcement of their legal rights for fear they may be evicted in retaliation. By law, a residential tenant — except tenants of owner-occupied dwellings with less than four units — can claim retaliation as a defense to an eviction action if the tenant has filed a good faith complaint of an unsafe, unhealthy or uninhabitable dwelling or the tenant has taken action in good faith to secure his or her rights as a tenant.

Landlords have the burden of proving the eviction is not in retaliation for up to a year after the tenant’s good faith complaint or action, and tenants may receive a one-year lease renewal if they prevail. The laws also protect tenants against landlord retaliation for participating in tenant organizations.