

A message from...
**Speaker of the Assembly
Carl E. Heastie**



Dear Friend,
New York State housing laws can be complex, and tenants can often be unaware of their rights.

This brochure offers a general overview of some of these rights, information on how to protect yourself as a tenant and provides resources for more information. I hope you find it helpful.

If I can assist you further with this or any other matter, please contact my office.

Sincerely,

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Tenants' Rights



Information on...

- Leases
- Security deposits
- Evictions
- Subleases
- Responsibilities of landlords and tenants in **New York State**

Leases

A lease is an oral or written contract between a tenant and a landlord stating the terms and conditions of the rental agreement. Public housing authority leases and leases for rent-stabilized units have their own regulations and specific lease conditions.

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.

Read and understand your lease before signing it. Once signed, your lease can't be changed without both parties' approval. Approved changes to your lease should be in writing and signed by both you and your landlord.

Before you sign a lease

Check that the windows, wiring, insulation, plumbing, walls, floors, stairways, stove, refrigerator, toilet, sinks and heating system are 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 want to terminate your lease before it ends, your landlord must try to lessen 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 they can't safely remain in their households, are covered by special protections in the law for early lease termination.

Fees

Landlords can't collect application fees and can't charge more than a total of \$20 for background or credit check fees. The landlord must provide a copy of the background or credit check and a receipt or invoice from the entity conducting the check to the potential tenant before collecting the fee. The fee may be waived if the potential tenant can provide a copy of a background or credit check conducted within the past 30 days.

Security deposits

The law limits a security deposit to an amount equal to one month's rent and requires any deposit to be refundable. As a tenant, you should request a receipt for your security deposit. You also have the right to ask for a walk-through inspection with the landlord before occupancy and again at the end of the tenancy.

Buildings with six or more housing units: the landlord must deposit your money in an interest-bearing account, give you the name and address of the bank in writing and 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.

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.





Landlord responsibilities*

- Ensure the dwelling is clean before the tenant moves in.
- Adequately light common area halls and stairways.
- Keep heat on at all times during the winter season, except during repairs, alterations and temporary emergencies.
- Maintain radiators, plumbing, wiring, water heaters and furnaces.
- Keep apartment and surrounding areas free from insects, rodents and trash.

Tenant responsibilities*

- Pay the rent on time.
- Keep the apartment and yard clean.
- Inform the landlord of any problems with facilities.
- Repair any damages to the premises, besides normal wear and tear.

*Unless otherwise stated in the lease

Buildings with fewer than six housing units: the landlord isn't required to deposit the money in an interest-bearing account. If the landlord does deposit the money in a bank, you're entitled to proper notification and any interest, minus 1% for administrative expenses.

When you move, you should receive a refund of the security deposit. Your landlord may withhold all or part of the refunded deposit to cover any damages beyond normal wear and tear or unpaid rent. If any security deposit is retained, the landlord must provide an itemized account of why within 14 days of the tenant vacating the premises. Landlords that willfully fail to follow provisions relating to security deposits can be found liable for punitive damages up to twice the amount of the deposit.

Subleases

Buildings with three or fewer apartments: you don't have a right to sublet. You may ask the landlord for permission to sublease your apartment, but the landlord does not have to agree.

Buildings with four or more apartments: you may 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 defaults in rent. The steps to sublease are:

1. Inform your landlord of your intent to sublease by certified or registered mail, including information required by law about the sublessee.
2. Allow your landlord 10 days to request more information.
3. The landlord must approve or deny the request within 30 days of the initial notification, or if more information was requested, 30 days after additional information is mailed. If your landlord fails to notify you, this can be considered an approval.
4. Upon approval, you may sublease the apartment.

New York City prohibits subleasing an apartment in a class A dwelling, which is a building occupied by permanent residents, for fewer than 30 days.

Housing code violations

Immediately report any problems endangering your health and safety to the landlord. If the landlord isn't available or won't correct the issue, call the local health or building department. New York City tenants can call **311** (TTY 212-504-4115) to contact the Department of Housing Preservation and Development, or visit portal.311.nyc.gov/report-problems.

Heat

Buildings 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: the inside temperature must be at least 62° F between 10 p.m. and 6 a.m., regardless of the outside temperature.

Evictions

Eviction is the legal removal of a person from someone else's property. The steps in an eviction are:

1. The 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. The 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. The 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.

Good Cause Eviction Law

The Good Cause Eviction Law applies throughout New York City and in any municipality across the state that opts in. The law protects certain tenants from unjust eviction and unreasonable rent increases. As of August 18, 2024, your landlord is required to inform you in the lease if your unit is covered by the Good Cause Eviction Law. To learn more, visit New York State Homes and Community Renewal online at hcr.ny.gov/good-cause-eviction.

Retaliatory eviction protections

Tenants may be reluctant to report violations of housing codes or seek enforcement of their legal rights for fear of being evicted in retaliation.

By law, if a residential tenant (except tenants of owner-occupied dwellings with less than four units) has filed a complaint of an unsafe, unhealthy or uninhabitable dwelling or taken action to secure their rights as a tenant in good faith, they can claim retaliation as a defense to an eviction action brought by the landlord.

Landlords have the burden of proving the eviction isn't 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.

This brochure offers a general overview of information to help you better understand the topic. There may be new or changed legislation since this brochure's publication date. It is not a substitute for the text of the law or legal advice.

For more information

If you would like to know more about rights and protections for tenants in New York State, or if you are a tenant and want to file a complaint about harassment, rent security deposits, illegal evictions, predatory landlords or discrimination, contact the New York State Attorney General's office online at ag.ny.gov, or call **800-771-7755**.

