

Model Residential Lease

Consumer Information on
Renting an
Apartment or House



New York State Consumer Protection Board

In cooperation with
Division of Housing and Community Renewal

George E. Pataki, Governor



MODEL RESIDENTIAL LEASE

The New York State Consumer Protection Board has produced this document to help inform tenants and landlords of their rights and responsibilities. The plain language model lease in this booklet can be used as a rental agreement for most housing in New York State that is not public housing or is not subject to rent control or rent stabilization. This model lease cannot be used in those other situations, since special rules apply to those dwellings.

The Consumer Protection Board has also developed a more detailed brochure regarding rental issues, known as "Rent Smart." That lengthy brochure provides further information including detailed explanations of common terms used in rental agreements, a list of the rights of tenants without a lease, comprehensive descriptions of tenant rights under rent control or rent stabilization as well as sources of further information. "Rent Smart" can be obtained at <http://www.consumer.state.ny.us>, on the "Publications" page.

Get It In Writing

Every lease agreement should be in writing and should contain all the agreements made by the parties. Oral agreements are rarely enforced by the courts. A lease should never be signed until you are satisfied with the agreement. There should be no blank spaces on the lease. Both the landlord and the tenant should keep a copy of the final agreement.

WHERE TO GO FOR MORE INFORMATION

Division for Housing and Community Renewal
92-31 Union Hall Street, 4th Floor
Jamaica, New York 11433
Tel: 718-739-6400 or 1-866-ASK-DHCR (1-866-275-3427)
www.dhcr.state.ny.us

Disclaimer

This document is published by the New York State Consumer Protection Board as a reference tool for the citizens of New York State. The information contained in this document does not constitute legal advice. The information is not intended to create, and receipt of it does not create, a lawyer-client relationship. You should not take legal action based on this document without contacting an attorney.

MODEL RESIDENTIAL LEASE

This lease contains required terms as well as suggested terms that you and your landlord may agree to include in your lease. Suggested terms are italicized.

LANDLORD

TENANT

Name _____ Name _____

Address _____ Address _____

MANAGING AGENT

Name _____

Address _____

Telephone _____

APARTMENT

1. The apartment number or floor is _____. The building is located at

_____.

LENGTH OF LEASE

2. Landlord will rent this apartment to tenant from

_____ through _____.

(month, day, year)

(month, day, year)

RENT

3. The rent for this apartment is \$_____ a month.

Tenant will pay the rent on the ____ day of each month. If there are or will be any additional charges in connection with living in this apartment, they are described at the end of the lease. Rent should be paid to _____ at

_____.

When the rent is paid, landlord will give tenant a written receipt.

LATE FEES

4. *If the tenant pays more than ten days after the due date specified above, s/he will be charged a \$_____ late fee.*

SECURITY DEPOSIT

5. *Tenant has paid landlord \$_____ as a security deposit. If a deposit is required, landlord will hold the deposit until the end of the lease; the security deposit remains tenant's money. Landlord will keep the deposit separate from landlord's own money.*

6. *Landlord will put the security deposit in a bank account paying the normal rate of interest. Landlord may keep one percent of the interest a year for administrative costs; the rest of the interest will be paid to tenant each year. The security deposit is on deposit at the*

(Name of Bank)

(Street)

(City) (State) (Zip)

(Account Number)

RETURN OF SECURITY DEPOSIT

7. Landlord will return the security deposit, plus any interest due to tenant at the end of the lease if:

- (a) tenant does not owe any rent; and,
- (b) the apartment is in good condition except for normal wear and tear or damage not caused by tenant or tenant's family and guests. *If landlord deducts money from tenant's deposit, landlord will provide an itemized list of the items for which tenant is being charged.*

Landlord will return the deposit to tenant no more than 30 days after the lease ends. If ownership of the building is transferred, landlord agrees within five days of the transfer to turn over the deposit, plus any interest owed, to either (1) the tenant; or (2) the new owner who is taking control of the building. Landlord agrees that tenant will be notified by certified mail of the name and address of the new owner.

MOVING IN

8. If the apartment is not ready to move into on the day the lease is to begin (see paragraph #2 of this lease), the lease will begin with the first day tenant moves in and the last day of the lease will change so that the length of the lease will be the same as provided in paragraph #2. *If the apartment is not ready to move into when the lease begins, tenant may cancel this lease at any time before the apartment is ready and receive a full refund of money paid to landlord, including the security deposit.*

USE OF THE APARTMENT

9. Tenant agrees that the apartment will be used only to live in. Tenant may not use the apartment to conduct illegal activity. Tenant agrees not to damage the apartment, the building, the grounds or the common areas, or interfere with the rights of other tenants to live in their apartments in peace and quiet. Landlord agrees to do nothing, which would prevent or interfere with tenant's legal use of the apartment.

WHEN THE LEASE ENDS

10. When the lease ends, tenant agrees to return the apartment to the same condition it was in at the start of the lease, other than normal wear and tear, except for those items which were noted on inspection and described at the end of this lease. *Tenant will not be asked to pay for damage not caused by tenant, tenant's family or guests.*

SERVICES PROVIDED BY LANDLORD

11. Landlord will provide the following services: heat, hot and cold water, elevator services, air conditioning, gas and electricity (specify other services).

HABITABILITY: APARTMENT MUST BE FIT

12. Landlord promises that the apartment and building comply with applicable housing codes; are fit to live in; and are not dangerous to life, health or safety of the occupants. Landlord will be held responsible if this promise is broken, even if it is not landlord's fault, unless the apartment or building becomes unfit to live in because of tenant's misconduct or that of tenant's family or guests. Landlord agrees to make all necessary repairs and take all necessary action to keep the apartment and building fit to live in and to meet all housing-code requirements.

TENANT'S REMEDIES: LOSS OF SERVICE

13. (a) If the landlord does not live up to the terms of this lease or fails to provide any of the services which landlord agrees to provide, tenant may have the right not to pay part or all of the rent.

(b) State law may give the tenant the right, in addition to other rights, to withhold rent and pay the supplier directly when the landlord fails to provide water, electricity or gas to the building's common areas or to the entire building, or when the landlord fails to provide fuel, causing the loss of wintertime heat in the building. Tenant will substantially comply with the proper legal procedures before paying the rent to the utility company or oil dealer to continue utility service or heat.

**SERIOUS
DAMAGE TO
THE APARTMENT**

14. If the apartment is so damaged by fire or other event, not the fault of the tenant, that it cannot be lived in, and because of the damage, tenant moves out, tenant will not be liable for rent from the day of the damage and tenant may cancel the lease on three days notice. *If the apartment is damaged so that certain rooms cannot be and are not used, tenant will pay a proportionate amount of the rent from the day of the damage. If the lease is not cancelled or only a portion of the apartment is damaged, landlord will make all necessary repairs to make the apartment fit to live in within 30 days. Tenant will begin paying full rent when the apartment is repaired and returned to a livable condition.*

**LANDLORD
ENTRY INTO
APARTMENT**

15. Except for emergencies, landlord may enter apartment only during reasonable hours and after advance notice.

LOCKS

16. *Tenant may install an extra lock on any entrance door to tenant's apartment. Tenant agrees to provide landlord with a copy of the key to all extra locks.*

**BUILDING
RULES**

17. Once informed, tenant agrees to obey all reasonable building rules.

SUBLETTING

18. *Tenant has the right to sublet the apartment with the written permission of the landlord. Landlord agrees not to deny permission unreasonably. Unreasonable denial will be deemed consent. Tenant will inform landlord of the tenant's intention to sublet by certified mail and include the name, home and business address of proposed sublessee. Landlord will ask for any additional information needed to make a decision within ten days and provide a notice of his/her consent or the reasons for his/her denial within 40 days from tenant's notification of intention.*

NO EVICTION

19. Tenant has the right to bring a court action or to take a

FOR GOOD-FAITH COMPLAINT/ TENANT'S RIGHT TO JOIN A TENANT'S ORGANIZATION

good faith complaint to any government agency for landlord's failure to obey any law or regulation concerning the apartment or any term of the lease, and to join or organize a tenant's association. Landlord agrees not to change the terms of the tenancy or interfere in any way, evict tenant or refuse to renew tenant's lease simply because of the tenant's action under this paragraph.

TERMINATING THE LEASE

20. *If tenant does not live up to the terms of the lease, the landlord will do the following: (a) Send tenant a written notice demanding that tenant live up to the terms of the lease within ten days. (b) If tenant does not comply within that time, landlord will send tenant a second written notice that the lease will end within 30 days after the second notice is mailed to tenant. On that day, the lease term automatically ends and tenant will leave the apartment and return the keys to landlord.* Landlord has the right to bring a court action if tenant does not pay the rent, fails to cure a substantial violation of the lease, commits a continuing nuisance or does not leave the apartment at the end of the lease. Tenant will be given prior notice of the court hearing. Landlord will not force tenant out by either removing tenant's possessions or changing the lock on tenant's door, or in any other way.

FORMS OF NOTICE

21. (a) Notice to tenant. Unless otherwise required in this lease or by law, any notice from landlord to tenant will be considered delivered if it is (1) in writing; (2) signed by or in the name of landlord or landlord's agent; and (3) addressed to tenant at the apartment and delivered to tenant personally or sent by regular mail to tenant at the apartment.

(b) Notice to landlord. Unless otherwise required in this lease or by law, tenant will give all required notices to landlord in writing, delivered personally or sent by regular mail to landlord at the address noted on page one of this lease.

CONDITION OF APARTMENT AT TIME LEASE WAS SIGNED

22. Apartment defects and necessary repairs, other charges and other agreements are listed below. (Tenant and landlord must initial and date all hand-written additions.

**WORK TO
BE DONE BY
LANDLORD**

**CONDITION OF
APARTMENT
WHICH WILL
REMAIN
UNCHANGED
BY THE
AGREEMENT**

(may not include unhealthy or unsafe conditions)

**OTHER
AGREEMENTS**

**OTHER
CHARGES**

SIGNATURES

The tenant and landlord have each received identical copies of the lease, with each copy signed and dated by both landlord and tenant.

(date)

(tenant)

(date)

(tenant)

(date)

(landlord)