

New York

Landlord - Tenant Laws Complete Guide



New York Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of New York's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in New York.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No deposit should exceed one month's rent.

Legal Statute:

Section 7-108 - Deposits made by tenants of non-rent stabilized dwelling units

1. This section shall apply to all dwelling units in residential premises , unless such dwelling unit is specifically referred to in section 7-107 of this title.

1-a Except in dwelling units subject to the city rent and rehabilitation law or the emergency housing rent control law, continuing care retirement communities licensed pursuant to article forty-six or forty-six-A of the public health law, assisted living providers licensed pursuant to article forty-six-B of the public health law, adult care facilities licensed pursuant to article seven of the social services law, senior residential communities that have submitted an offering plan to the attorney general, or not-for-profit independent retirement communities that offer personal emergency response, housekeeping, transportation and meals to their residents:

(a) No deposit or advance shall exceed the amount of one month's rent, unless the deposit or advance is for a seasonal use dwelling unit as provided for in subdivisions four and five of this section, or unless the deposit or advance is for an owner-occupied cooperative apartment as provided for in subdivision six of this section.

(b) The entire amount of the deposit or advance shall be refundable to the tenant upon the tenant's vacating of the premises except for an amount lawfully retained for the reasonable and itemized costs due to non-payment of rent, damage caused by the tenant beyond normal wear and tear, non-payment of utility charges payable directly to the landlord under the terms of the lease or tenancy, and moving and storage of the tenant's belongings. The landlord may not retain any amount of the deposit for costs relating to ordinary wear and tear of occupancy or damage caused by a prior tenant.

(c) After initial lease signing but before the tenant begins occupancy, the landlord shall offer the tenant the opportunity to inspect the premises with the landlord or the landlord's agent to determine the condition of the property. If the tenant requests such inspection, the parties shall execute a written agreement before the tenant begins occupancy of the unit attesting to the condition of the property and specifically noting any existing defects or damages. Upon the tenant's vacating of the premises, the landlord may not retain any amount of the deposit or advance due to any condition, defect, or damage noted in such agreement. The agreement

shall be admissible as evidence of the condition of the premises at the beginning of occupancy only in proceedings related to the return or amount of the security deposit.

(d) Within a reasonable time after notification of either party's intention to terminate the tenancy, unless the tenant terminates the tenancy with less than two weeks' notice, the landlord shall notify the tenant in writing of the tenant's right to request an inspection before vacating the premises and of the tenant's right to be present at the inspection. If the tenant requests such an inspection, the inspection shall be made no earlier than two weeks and no later than one week before the end of the tenancy. The landlord shall provide at least forty-eight hours written notice of the date and time of the inspection. After the inspection, the landlord shall provide the tenant with an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the tenant's deposit. The tenant shall have the opportunity to cure any such condition before the end of the tenancy. Any statement produced pursuant to this paragraph shall only be admissible in proceedings related to the return or amount of the security deposit.

(e) Within fourteen days after the tenant has vacated the premises, the landlord shall provide the tenant with an itemized statement indicating the basis for the amount of the deposit retained, if any, and shall return any remaining portion of the deposit to the tenant. If a landlord fails to provide the tenant with the statement and deposit within fourteen days, the landlord shall forfeit any right to retain any portion of the deposit.

(f) In any action or proceeding disputing the amount of any amount of the deposit retained, the landlord shall bear the burden of proof as to the reasonableness of the amount retained.

(g) Any person who violates the provisions of this subdivision shall be liable for actual damages, provided a person found to have willfully violated this subdivision shall be liable for punitive damages of up to twice the amount of the deposit or advance.

2.

(a) In circumstances where any sum of money or any other thing of value deposited as security for the full performance by a tenant of the terms of his lease is not turned over to a successor in interest pursuant to section 7-105 of this chapter, the grantee or assignee of the leased premises shall also be liable to such tenant, upon conveyance of such leased premises, for the repayment of any such security deposit, plus accrued interest, as to which such grantee or assignee has actual knowledge.

(b) For purposes of this section, a grantee or assignee of the leased premises shall be deemed to have actual knowledge of any security deposit which is (i) deposited at any time during the six months immediately prior to closing or other transfer of title in any banking organization pursuant to subdivision two-a of section 7-103 of this chapter, or (ii) acknowledged in any lease in effect at the time of closing or other transfer of title, or (iii) supported by documentary evidence provided by the tenant or lessee as set forth in paragraph (c) of this subdivision.

(c) With respect to any leased premises for which there is no record of security deposit pursuant to subparagraph (i) or (ii) of paragraph (b) of this subdivision, the grantee or assignee of the leased premises shall be obligated to notify the tenant thereof in writing no later than thirty days following the closing or other transfer of title to the fact that there is no record of a security deposit for said leased premises and that unless the tenant within thirty days after receiving notice provides him or it with documentary evidence of deposit, the tenant shall have no further recourse against him or it for said security deposit. For purposes of this subdivision, \"documentary evidence\" shall be limited to any cancelled check drawn to the order of, a receipt from, or a lease signed by any predecessor in interest, if such predecessor's interest in the leased premises existed on or after the effective date of this section. Except as otherwise provided by subparagraphs (i) and (ii) of paragraph (b) of this subdivision the grantee or assignee of the leased premises shall not be charged with actual knowledge of the security deposit where the tenant fails within the thirty-day period to provide said documentary evidence. Where the grantee or assignee of the leased premises fails to notify the tenant as specified in this paragraph within thirty days following the closing or other transfer of title, the tenant shall be entitled to produce documentary evidence at any time.

(d) The grantee or assignee of the leased premises shall have the right to demand that the grantor or assignor thereof establish an escrow account equal to one month's rent for any leased premises for which there is no record of a security deposit pursuant to paragraph (b) of this subdivision to be used for the purpose of holding harmless the grantee or assignee in any case where, at a date subsequent to the closing or other transfer of title, the tenant gives notice pursuant to paragraph (c) of this subdivision.

(e) The liability of a receiver for payment of any security deposit plus accrued interest pursuant to this subdivision shall be limited to the amount of such deposit actually turned over to him or it pursuant to subdivision one of section 7-105 of this chapter and to the operating income in excess of expenses generated during his or its period of receivership.

3. Any agreement by a lessee or tenant of a dwelling waiving or modifying his rights as set forth in this section shall be absolutely void.

4. A dwelling unit shall qualify as a seasonal use dwelling unit for the purpose of paragraph (a) of subdivision one-a of this section if it meets all of the following conditions:

(a) The lease expressly provides that:

(i) the dwelling unit is registered as a seasonal use dwelling unit, indicating the local or county government agency with which it is registered;

(ii) the occupancy of the tenant is only for seasonal use not to exceed one hundred twenty days or a shorter period provided for in the lease; and

(iii) such tenant has a primary residence to return to, the address of which is expressly provided in the lease.

(b) Such dwelling unit is registered with the appropriate local government or county registry as a seasonal use dwelling as provided for in subdivision five of this section.

(c) Such dwelling unit is not rented as a seasonal use dwelling unit for more than one hundred twenty days during each calendar year.

5. In order for a dwelling unit to qualify as a seasonal use dwelling unit for the purpose of paragraph (a) of subdivision one-a of this section, the local government with jurisdiction for building administration over such unit or the county in which such unit is located shall have adopted a seasonal use dwelling unit registry and such unit shall be registered by filing a copy of the seasonal use lease and such additional information as

Security Deposit Interest:

What This Means: For rental properties containing six or more family dwelling units, the landlords receiving security deposits are required to deposit them in an interest bearing account in a banking organization within the state. The account shall earn interest at a rate which shall be the prevailing rate earned by other such deposits made with banking organizations in such area.

Legal Statute:

1. Whenever money shall be deposited or advanced on a contract or license agreement for the use or rental of real property as security for performance of the contract or agreement or to be applied to payments upon such contract or agreement when due, such money, with interest accruing thereon, if any, until repaid or so applied, shall continue to be the money of the person making such deposit or advance and shall be held in trust by the person with whom such deposit or advance shall be made and shall not be mingled with the personal moneys or become an asset of the person receiving the same, but may be disposed of as provided in section 7-105 of this chapter.

2. Whenever the person receiving money so deposited or advanced shall deposit such money in a banking organization, such person shall thereupon notify in writing each of the persons making such security deposit or advance, giving the name and address of the banking organization in which the deposit of security money is made, and the amount of such deposit. Deposits in a banking organization pursuant to the provisions of this subdivision shall be made in a banking organization having a place of business within the state. If the person depositing such security money in a banking organization shall deposit same in an interest bearing account, he shall be entitled to receive, as administration expenses, a sum equivalent to one per cent per annum upon the security money so deposited, which shall be in lieu of all other administrative and custodial expenses. The balance of the interest paid by the banking organization shall be the money of the person making the deposit or advance and shall either be held in trust by the person with whom such deposit or advance shall be made, until repaid or applied for the use or rental of the leased premises, or annually paid to the person making the deposit of security money.

2-a. Whenever the money so deposited or advanced is for the rental of property containing six or more family dwelling units, the person receiving such money shall, subject to the provisions of this section, deposit it in an interest bearing account in a banking organization within the state which account shall earn interest at a rate which shall be the prevailing rate earned by other such deposits made with banking organizations in such area.

2-b. In the event that a lease terminates other than at the time that a banking organization in such area regularly pays interest, the person depositing such security money shall pay over to his tenant such interest as he is able to collect at the date of such lease termination.

3. Any provision of such a contract or agreement whereby a person who so deposits or advances money waives any provision of this section is absolutely void.

4. The term \"real property\" as used in this section is co-extensive in meaning with lands, tenements and hereditaments.

N.Y. Gen. Oblig. Law § 7-103

Separate Security Deposit Bank Account:

What This Means: Security deposits cannot be mingled with a landlord's personal funds or become an asset of the person receiving the funds. For rental properties containing six or more family dwelling units, the landlords receiving security deposits are required to deposit them in an interest bearing account in a banking organization within the state.

Legal Statute:

1. Whenever money shall be deposited or advanced on a contract or license agreement for the use or rental of real property as security for performance of the contract or agreement or to be applied to payments upon such contract or agreement when due, such money, with interest accruing thereon, if any, until repaid or so applied, shall continue to be the money of the person making such deposit or advance and shall be held in trust by the person with whom such deposit or advance shall be made and shall not be mingled with the personal moneys or become an asset of the person receiving the same, but may be disposed of as provided in section 7-105 of this chapter.

2. Whenever the person receiving money so deposited or advanced shall deposit such money in a banking organization, such person shall thereupon notify in writing each of the persons making such security deposit or advance, giving the name and address of the banking organization in which the deposit of security money is made, and the amount of such deposit. Deposits in a banking organization pursuant to the provisions of this subdivision shall be made in a banking organization having a place of business within the state. If the person depositing such security money in a banking organization shall deposit same in an interest bearing account, he shall be entitled to receive, as administration expenses, a sum equivalent to one

per cent per annum upon the security money so deposited, which shall be in lieu of all other administrative and custodial expenses. The balance of the interest paid by the banking organization shall be the money of the person making the deposit or advance and shall either be held in trust by the person with whom such deposit or advance shall be made, until repaid or applied for the use or rental of the leased premises, or annually paid to the person making the deposit of security money.

2-a. Whenever the money so deposited or advanced is for the rental of property containing six or more family dwelling units, the person receiving such money shall, subject to the provisions of this section, deposit it in an interest bearing account in a banking organization within the state which account shall earn interest at a rate which shall be the prevailing rate earned by other such deposits made with banking organizations in such area.

2-b. In the event that a lease terminates other than at the time that a banking organization in such area regularly pays interest, the person depositing such security money shall pay over to his tenant such interest as he is able to collect at the date of such lease termination.

3. Any provision of such a contract or agreement whereby a person who so deposits or advances money waives any provision of this section is absolutely void.

4. The term \"real property\" as used in this section is co-extensive in meaning with lands, tenements and hereditaments.

N.Y. Gen. Oblig. Law § 7-103

Non-refundable fees:

What This Means: No statute.

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute.

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: Landlords must return security deposits to tenants no later than 14 days after the lease termination and tenant move out.

Legal Statute:

Section 7-108 - Deposits made by tenants of non-rent stabilized dwelling units

1. This section shall apply to all dwelling units in residential premises , unless such dwelling unit is specifically referred to in section 7-107 of this title.

1-a Except in dwelling units subject to the city rent and rehabilitation law or the emergency housing rent control law, continuing care retirement communities licensed pursuant to article forty-six or forty-six-A of the public health law, assisted living providers licensed pursuant to article forty-six-B of the public health law, adult care facilities licensed pursuant to article seven of the social services law, senior residential communities that have submitted an offering plan to the attorney general, or not-for-profit independent retirement communities that offer personal emergency response, housekeeping, transportation and meals to their residents:

(a) No deposit or advance shall exceed the amount of one month's rent, unless the deposit or advance is for a seasonal use dwelling unit as provided for in subdivisions four and five of this section, or unless the deposit or advance is for an owner-occupied cooperative apartment as provided for in subdivision six of this section.

(b) The entire amount of the deposit or advance shall be refundable to the tenant upon the tenant's vacating of the premises except for an amount lawfully retained for the reasonable and itemized costs due to non-payment of rent, damage caused by the tenant beyond normal wear and tear, non-payment of utility charges payable directly to the landlord under the terms of the lease or tenancy, and moving and storage of the tenant's belongings. The landlord may not retain any amount of the deposit for costs relating to ordinary wear and tear of occupancy or damage caused by a prior tenant.

(c) After initial lease signing but before the tenant begins occupancy, the landlord shall offer the tenant the opportunity to inspect the premises with the landlord or the landlord's agent to determine the condition of the property. If the tenant requests such inspection, the parties shall execute a written agreement before the tenant begins occupancy of the unit attesting to the condition of the property and specifically noting any existing defects or damages. Upon the tenant's vacating of the premises, the landlord may not retain any amount of the deposit or advance due to any condition, defect, or damage noted in such agreement. The agreement shall be admissible as evidence of the condition of the premises at the beginning of occupancy only in proceedings related to the return or amount of the security deposit.

(d) Within a reasonable time after notification of either party's intention to terminate the tenancy, unless the tenant terminates the tenancy with less than two weeks' notice, the landlord shall notify the tenant in writing of the tenant's right to request an inspection before vacating the

premises and of the tenant's right to be present at the inspection. If the tenant requests such an inspection, the inspection shall be made no earlier than two weeks and no later than one week before the end of the tenancy. The landlord shall provide at least forty-eight hours written notice of the date and time of the inspection. After the inspection, the landlord shall provide the tenant with an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the tenant's deposit. The tenant shall have the opportunity to cure any such condition before the end of the tenancy. Any statement produced pursuant to this paragraph shall only be admissible in proceedings related to the return or amount of the security deposit.

(e) Within fourteen days after the tenant has vacated the premises, the landlord shall provide the tenant with an itemized statement indicating the basis for the amount of the deposit retained, if any, and shall return any remaining portion of the deposit to the tenant. If a landlord fails to provide the tenant with the statement and deposit within fourteen days, the landlord shall forfeit any right to retain any portion of the deposit.

(f) In any action or proceeding disputing the amount of any amount of the deposit retained, the landlord shall bear the burden of proof as to the reasonableness of the amount retained.

(g) Any person who violates the provisions of this subdivision shall be liable for actual damages, provided a person found to have willfully violated this subdivision shall be liable for punitive damages of up to twice the amount of the deposit or advance.

2.

(a) In circumstances where any sum of money or any other thing of value deposited as security for the full performance by a tenant of the terms of his lease is not turned over to a successor in interest pursuant to section 7-105 of this chapter, the grantee or assignee of the leased premises shall also be liable to such tenant, upon conveyance of such leased premises, for the repayment of any such security deposit, plus accrued interest, as to which such grantee or assignee has actual knowledge.

(b) For purposes of this section, a grantee or assignee of the leased premises shall be deemed to have actual knowledge of any security deposit which is (i) deposited at any time during the six months immediately prior to closing or other transfer of title in any banking organization pursuant to subdivision two-a of section 7-103 of this chapter, or (ii) acknowledged in any lease in effect at the time of closing or other transfer of title, or (iii) supported by documentary evidence provided by the tenant or lessee as set forth in paragraph (c) of this subdivision.

(c) With respect to any leased premises for which there is no record of security deposit pursuant to subparagraph (i) or (ii) of paragraph (b) of this subdivision, the grantee or assignee of the leased premises shall be obligated to notify the tenant thereof in writing no later than thirty days following the closing or other transfer of title to the fact that there is no record of a security deposit for said leased premises and that unless the tenant within thirty days after receiving notice provides him or it with documentary evidence of deposit, the tenant shall have no further recourse against him or it for said security deposit. For purposes of this subdivision,

"documentary evidence" shall be limited to any cancelled check drawn to the order of, a receipt from, or a lease signed by any predecessor in interest, if such predecessor's interest in the leased premises existed on or after the effective date of this section. Except as otherwise provided by subparagraphs (i) and (ii) of paragraph (b) of this subdivision the grantee or assignee of the leased premises shall not be charged with actual knowledge of the security deposit where the tenant fails within the thirty-day period to provide said documentary evidence. Where the grantee or assignee of the leased premises fails to notify the tenant as specified in this paragraph within thirty days following the closing or other transfer of title, the tenant shall be entitled to produce documentary evidence at any time.

(d) The grantee or assignee of the leased premises shall have the right to demand that the grantor or assignor thereof establish an escrow account equal to one month's rent for any leased premises for which there is no record of a security deposit pursuant to paragraph (b) of this subdivision to be used for the purpose of holding harmless the grantee or assignee in any case where, at a date subsequent to the closing or other transfer of title, the tenant gives notice pursuant to paragraph (c) of this subdivision.

(e) The liability of a receiver for payment of any security deposit plus accrued interest pursuant to this subdivision shall be limited to the amount of such deposit actually turned over to him or it pursuant to subdivision one of section 7-105 of this chapter and to the operating income in excess of expenses generated during his or its period of receivership.

3. Any agreement by a lessee or tenant of a dwelling waiving or modifying his rights as set forth in this section shall be absolutely void.

4. A dwelling unit shall qualify as a seasonal use dwelling unit for the purpose of paragraph (a) of subdivision one-a of this section if it meets all of the following conditions:

(a) The lease expressly provides that:

(i) the dwelling unit is registered as a seasonal use dwelling unit, indicating the local or county government agency with which it is registered;

(ii) the occupancy of the tenant is only for seasonal use not to exceed one hundred twenty days or a shorter period provided for in the lease; and

(iii) such tenant has a primary residence to return to, the address of which is expressly provided in the lease.

(b) Such dwelling unit is registered with the appropriate local government or county registry as a seasonal use dwelling as provided for in subdivision five of this section.

(c) Such dwelling unit is not rented as a seasonal use dwelling unit for more than one hundred twenty days during each calendar year.

5. In order for a dwelling unit to qualify as a seasonal use dwelling unit for the purpose of paragraph (a) of subdivision one-a of this section, the local government with jurisdiction for building administration over such unit or the county in which such unit is located shall have adopted a seasonal use dwelling unit registry and such unit shall be registered by filing a copy of the seasonal use lease and such additional information as the local government or county that administers such

Permitted Uses of the Deposit:

What This Means: Partial security deposits can be lawfully retained for the reasonable and itemized costs due to non-payment of rent, damage caused by the tenant beyond normal wear and tear, non-payment of utility charges payable directly to the landlord under the terms of the lease or tenancy, and moving and storage of the tenant's belongings.

Legal Statute:

Section 7-108 - Deposits made by tenants of non-rent stabilized dwelling units

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1-a Except in dwelling units subject to the city rent and rehabilitation law or the emergency housing rent control law, continuing care retirement communities licensed pursuant to article forty-six or forty-six-A of the public health law, assisted living providers licensed pursuant to article forty-six-B of the public health law, adult care facilities licensed pursuant to article seven of the social services law, senior residential communities that have submitted an offering plan to the attorney general, or not-for-profit independent retirement communities that offer personal emergency response, housekeeping, transportation and meals to their residents:

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(c) After initial lease signing but before the tenant begins occupancy, the landlord shall offer the tenant the opportunity to inspect the premises with the landlord or the landlord's agent to determine the condition of the property. If the tenant requests such inspection, the parties shall execute a written agreement before the tenant begins occupancy of the unit attesting to the

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retain any amount of the deposit for costs relating to ordinary wear and tear of occupancy or damage caused by a prior tenant.

(c) After initial lease signing but before the tenant begins occupancy, the landlord shall offer the tenant the opportunity to inspect the premises with the landlord or the landlord's agent to determine the condition of the property. If the tenant requests such inspection, the parties shall execute a written agreement before the tenant begins occupancy of the unit attesting to the condition of the property and specifically noting any existing defects or damages. Upon the tenant's vacating of the premises, the landlord may not retain any amount of the deposit or advance due to any condition, defect, or damage noted in such agreement. The agreement shall be admissible as evidence of the condition of the premises at the beginning of occupancy only in proceedings related to the return or amount of the security deposit.

(d) Within a reasonable time after notification of either party's intention to terminate the tenancy, unless the tenant terminates the tenancy with less than two weeks' notice, the landlord shall notify the tenant in writing of the tenant's right to request an inspection before vacating the premises and of the tenant's right to be present at the inspection. If the tenant requests such an inspection, the inspection shall be made no earlier than two weeks and no later than one week before the end of the tenancy. The landlord shall provide at least forty-eight hours written notice of the date and time of the inspection. After the inspection, the landlord shall provide the tenant with an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the tenant's deposit. The tenant shall have the opportunity to cure any such condition before the end of the tenancy. Any statement produced pursuant to this paragraph shall only be admissible in proceedings related to the return or amount of the security deposit.

(e) Within fourteen days after the tenant has vacated the premises, the landlord shall provide the tenant with an itemized statement indicating the basis for the amount of the deposit retained, if any, and shall return any remaining portion of the deposit to the tenant. If a landlord fails to provide the tenant with the statement and deposit within fourteen days, the landlord shall forfeit any right to retain any portion of the deposit.

(f) In any action or proceeding disputing the amount of any amount of the deposit retained, the landlord shall bear the burden of proof as to the reasonableness of the amount retained.

(g) Any person who violates the provisions of this subdivision shall be liable for actual damages, provided a person found to have willfully violated this subdivision shall be liable for punitive damages of up to twice the amount of the deposit or advance.

2.

(a) In circumstances where any sum of money or any other thing of value deposited as security for the full performance by a tenant of the terms of his lease is not turned over to a successor in interest pursuant to section 7-105 of this chapter, the grantee or assignee of the leased premises shall also be liable to such tenant, upon conveyance of such leased premises, for the

repayment of any such security deposit, plus accrued interest, as to which such grantee or assignee has actual knowledge.

(b) For purposes of this section, a grantee or assignee of the leased premises shall be deemed to have actual knowledge of any security deposit which is (i) deposited at any time during the six months immediately prior to closing or other transfer of title in any banking organization pursuant to subdivision two-a of section 7-103 of this chapter, or (ii) acknowledged in any lease in effect at the time of closing or other transfer of title, or (iii) supported by documentary evidence provided by the tenant or lessee as set forth in paragraph (c) of this subdivision.

(c) With respect to any leased premises for which there is no record of security deposit pursuant to subparagraph (i) or (ii) of paragraph (b) of this subdivision, the grantee or assignee of the leased premises shall be obligated to notify the tenant thereof in writing no later than thirty days following the closing or other transfer of title to the fact that there is no record of a security deposit for said leased premises and that unless the tenant within thirty days after receiving notice provides him or it with documentary evidence of deposit, the tenant shall have no further recourse against him or it for said security deposit. For purposes of this subdivision, "documentary evidence" shall be limited to any cancelled check drawn to the order of, a receipt from, or a lease signed by any predecessor in interest, if such predecessor's interest in the leased premises existed on or after the effective date of this section. Except as otherwise provided by subparagraphs (i) and (ii) of paragraph (b) of this subdivision the grantee or assignee of the leased premises shall not be charged with actual knowledge of the security deposit where the tenant fails within the thirty-day period to provide said documentary evidence. Where the grantee or assignee of the leased premises fails to notify the tenant as specified in this paragraph within thirty days following the closing or other transfer of title, the tenant shall be entitled to produce documentary evidence at any time.

(d) The grantee or assignee of the leased premises shall have the right to demand that the grantor or assignor thereof establish an escrow account equal to one month's rent for any leased premises for which there is no record of a security deposit pursuant to paragraph (b) of this subdivision to be used for the purpose of holding harmless the grantee or assignee in any case where, at a date subsequent to the closing or other transfer of title, the tenant gives notice pursuant to paragraph (c) of this subdivision.

(e) The liability of a receiver for payment of any security deposit plus accrued interest pursuant to this subdivision shall be limited to the amount of such deposit actually turned over to him or it pursuant to subdivision one of section 7-105 of this chapter and to the operating income in excess of expenses generated during his or its period of receivership.

3. Any agreement by a lessee or tenant of a dwelling waiving or modifying his rights as set forth in this section shall be absolutely void.

4. A dwelling unit shall qualify as a seasonal use dwelling unit for the purpose of paragraph (a) of subdivision one-a of this section if it meets all of the following conditions:

(a) The lease expressly provides that:

(i) the dwelling unit is registered as a seasonal use dwelling unit, indicating the local or county government agency with which it is registered;

(ii) the occupancy of the tenant is only for seasonal use not to exceed one hundred twenty days or a shorter period provided for in the lease; and

(iii) such tenant has a primary residence to return to, the address of which is expressly provided in the lease.

(b) Such dwelling unit is registered with the appropriate local government or county registry as a seasonal use dwelling as provided for in subdivision five of this section.

(c) Such dwelling unit is not rented as a seasonal use dwelling unit for more than one hundred twenty days during each calendar year.

5. In order for a dwelling unit to qualify as a seasonal use dwelling unit for the purpose of paragraph (a) of subdivision one-a of this section, the local government with jurisdiction for building administration over such unit or the county in which such

Require Written Description/Itemized List of Damages and Charges:

What This Means: Partial security deposits can be lawfully retained for the reasonable and itemized costs due to non-payment of rent, damage caused by the tenant beyond normal wear and tear, non-payment of utility charges payable directly to the landlord under the terms of the lease or tenancy, and moving and storage of the tenant's belongings.

Legal Statute:

Section 7-108 - Deposits made by tenants of non-rent stabilized dwelling units

1. This section shall apply to all dwelling units in residential premises , unless such dwelling unit is specifically referred to in section 7-107 of this title.

1-a Except in dwelling units subject to the city rent and rehabilitation law or the emergency housing rent control law, continuing care retirement communities licensed pursuant to article forty-six or forty-six-A of the public health law, assisted living providers licensed pursuant to article forty-six-B of the public health law, adult care facilities licensed pursuant to article seven of the social services law, senior residential communities that have submitted an offering plan to the attorney general, or not-for-profit independent retirement communities that offer personal emergency response, housekeeping, transportation and meals to their residents:

(a) No deposit or advance shall exceed the amount of one month's rent, unless the deposit or advance is for a seasonal use dwelling unit as provided for in subdivisions four and five of this

section, or unless the deposit or advance is for an owner-occupied cooperative apartment as provided for in subdivision six of this section.

(b) The entire amount of the deposit or advance shall be refundable to the tenant upon the tenant's vacating of the premises except for an amount lawfully retained for the reasonable and itemized costs due to non-payment of rent, damage caused by the tenant beyond normal wear and tear, non-payment of utility charges payable directly to the landlord under the terms of the lease or tenancy, and moving and storage of the tenant's belongings. The landlord may not retain any amount of the deposit for costs relating to ordinary wear and tear of occupancy or damage caused by a prior tenant.

(c) After initial lease signing but before the tenant begins occupancy, the landlord shall offer the tenant the opportunity to inspect the premises with the landlord or the landlord's agent to determine the condition of the property. If the tenant requests such inspection, the parties shall execute a written agreement before the tenant begins occupancy of the unit attesting to the condition of the property and specifically noting any existing defects or damages. Upon the tenant's vacating of the premises, the landlord may not retain any amount of the deposit or advance due to any condition, defect, or damage noted in such agreement. The agreement shall be admissible as evidence of the condition of the premises at the beginning of occupancy only in proceedings related to the return or amount of the security deposit.

(d) Within a reasonable time after notification of either party's intention to terminate the tenancy, unless the tenant terminates the tenancy with less than two weeks' notice, the landlord shall notify the tenant in writing of the tenant's right to request an inspection before vacating the premises and of the tenant's right to be present at the inspection. If the tenant requests such an inspection, the inspection shall be made no earlier than two weeks and no later than one week before the end of the tenancy. The landlord shall provide at least forty-eight hours written notice of the date and time of the inspection. After the inspection, the landlord shall provide the tenant with an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the tenant's deposit. The tenant shall have the opportunity to cure any such condition before the end of the tenancy. Any statement produced pursuant to this paragraph shall only be admissible in proceedings related to the return or amount of the security deposit.

(e) Within fourteen days after the tenant has vacated the premises, the landlord shall provide the tenant with an itemized statement indicating the basis for the amount of the deposit retained, if any, and shall return any remaining portion of the deposit to the tenant. If a landlord fails to provide the tenant with the statement and deposit within fourteen days, the landlord shall forfeit any right to retain any portion of the deposit.

(f) In any action or proceeding disputing the amount of any amount of the deposit retained, the landlord shall bear the burden of proof as to the reasonableness of the amount retained.

(g) Any person who violates the provisions of this subdivision shall be liable for actual damages, provided a person found to have willfully violated this subdivision shall be liable for punitive damages of up to twice the amount of the deposit or advance.

2.

(a) In circumstances where any sum of money or any other thing of value deposited as security for the full performance by a tenant of the terms of his lease is not turned over to a successor in interest pursuant to section 7-105 of this chapter, the grantee or assignee of the leased premises shall also be liable to such tenant, upon conveyance of such leased premises, for the repayment of any such security deposit, plus accrued interest, as to which such grantee or assignee has actual knowledge.

(b) For purposes of this section, a grantee or assignee of the leased premises shall be deemed to have actual knowledge of any security deposit which is (i) deposited at any time during the six months immediately prior to closing or other transfer of title in any banking organization pursuant to subdivision two-a of section 7-103 of this chapter, or (ii) acknowledged in any lease in effect at the time of closing or other transfer of title, or (iii) supported by documentary evidence provided by the tenant or lessee as set forth in paragraph (c) of this subdivision.

(c) With respect to any leased premises for which there is no record of security deposit pursuant to subparagraph (i) or (ii) of paragraph (b) of this subdivision, the grantee or assignee of the leased premises shall be obligated to notify the tenant thereof in writing no later than thirty days following the closing or other transfer of title to the fact that there is no record of a security deposit for said leased premises and that unless the tenant within thirty days after receiving notice provides him or it with documentary evidence of deposit, the tenant shall have no further recourse against him or it for said security deposit. For purposes of this subdivision, "documentary evidence" shall be limited to any cancelled check drawn to the order of, a receipt from, or a lease signed by any predecessor in interest, if such predecessor's interest in the leased premises existed on or after the effective date of this section. Except as otherwise provided by subparagraphs (i) and (ii) of paragraph (b) of this subdivision the grantee or assignee of the leased premises shall not be charged with actual knowledge of the security deposit where the tenant fails within the thirty-day period to provide said documentary evidence. Where the grantee or assignee of the leased premises fails to notify the tenant as specified in this paragraph within thirty days following the closing or other transfer of title, the tenant shall be entitled to produce documentary evidence at any time.

(d) The grantee or assignee of the leased premises shall have the right to demand that the grantor or assignor thereof establish an escrow account equal to one month's rent for any leased premises for which there is no record of a security deposit pursuant to paragraph (b) of this subdivision to be used for the purpose of holding harmless the grantee or assignee in any case where, at a date subsequent to the closing or other transfer of title, the tenant gives notice pursuant to paragraph (c) of this subdivision.

(e) The liability of a receiver for payment of any security deposit plus accrued interest pursuant to this subdivision shall be limited to the amount of such deposit actually turned over to him or it pursuant to subdivision one of section 7-105 of this chapter and to the operating income in excess of expenses generated during his or its period of receivership.

3. Any agreement by a lessee or tenant of a dwelling waiving or modifying his rights as set forth in this section shall be absolutely void.

4. A dwelling unit shall qualify as a seasonal use dwelling unit for the purpose of paragraph (a) of subdivision one-a of this section if it meets all of the following conditions:

(a) The lease expressly provides that:

(i) the dwelling unit is registered as a seasonal use dwelling unit, indicating the local or county government agency with which it is registered;

(ii) the occupancy of the tenant is only for seasonal use not to exceed one hundred twenty days or a shorter period provided for in the lease; and

(iii) such tenant has a primary residence to return to, the address of which is expressly provided in the lease.

(b) Such dwelling unit is registered with the appropriate local government or county registry as a seasonal use dwelling as provided for in subdivision five of this section.

(c) Such dwelling unit is not rented as a seasonal use dwelling unit for more than one hundred twenty days during each calendar year.

5. In order for a dwelling unit to qualify as a seasonal use dwelling unit for the purpose of paragraph (a) of subdivision one-a of this section, the local government with jurisdiction for building administration over such

Receipt of Security Deposit:

What This Means: Landlords are required to notify in writing each of the persons making such security deposit or advance, giving the name and address of the banking organization in which the deposit of security money is made, and the amount of the deposit(s) made.

Legal Statute:

1. Whenever money shall be deposited or advanced on a contract or license agreement for the use or rental of real property as security for performance of the contract or agreement or to be applied to payments upon such contract or agreement when due, such money, with interest accruing thereon, if any, until repaid or so applied, shall continue to be the money of the person making such deposit or advance and shall be held in trust by the person with whom such deposit or advance shall be made and shall not be mingled with the personal moneys or become an asset of the person receiving the same, but may be disposed of as provided in section 7-105 of this chapter.

2. Whenever the person receiving money so deposited or advanced shall deposit such money in a banking organization, such person shall thereupon notify in writing each of the persons

making such security deposit or advance, giving the name and address of the banking organization in which the deposit of security money is made, and the amount of such deposit. Deposits in a banking organization pursuant to the provisions of this subdivision shall be made in a banking organization having a place of business within the state. If the person depositing such security money in a banking organization shall deposit same in an interest bearing account, he shall be entitled to receive, as administration expenses, a sum equivalent to one per cent per annum upon the security money so deposited, which shall be in lieu of all other administrative and custodial expenses. The balance of the interest paid by the banking organization shall be the money of the person making the deposit or advance and shall either be held in trust by the person with whom such deposit or advance shall be made, until repaid or applied for the use or rental of the leased premises, or annually paid to the person making the deposit of security money.

2-a. Whenever the money so deposited or advanced is for the rental of property containing six or more family dwelling units, the person receiving such money shall, subject to the provisions of this section, deposit it in an interest bearing account in a banking organization within the state which account shall earn interest at a rate which shall be the prevailing rate earned by other such deposits made with banking organizations in such area.

2-b. In the event that a lease terminates other than at the time that a banking organization in such area regularly pays interest, the person depositing such security money shall pay over to his tenant such interest as he is able to collect at the date of such lease termination.

3. Any provision of such a contract or agreement whereby a person who so deposits or advances money waives any provision of this section is absolutely void.

4. The term \"real property\" as used in this section is co-extensive in meaning with lands, tenements and hereditaments.

N.Y. Gen. Oblig. Law § 7-103

Record Keeping of Deposit Withholdings:

What This Means: No statute.

Legal Statute:

No content available

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No statute.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: Written notice is required and shall be based on the cumulative amount of time the tenant has occupied the residence or the length of the tenancy in each lease, whichever is longer. See statute.

Legal Statute:

Section 226-C - [Effective 6/15/2034] Notice of rent increase or non-renewal of residential tenancy

1.

(a) Whenever a landlord intends to offer to renew the tenancy of an occupant in a residential dwelling unit with a rent increase equal to or greater than five percent above the current rent, or the landlord does not intend to renew the tenancy, the landlord shall provide written notice as required in subdivision two of this section. The notice shall append or contain the notice required pursuant to section two hundred thirty-one-c of this article, which shall state the following:

(i) if the unit is or is not subject to article six-A of this chapter, the "good cause eviction law", and if the unit is exempt, such notice shall state why the unit is exempt from such law;

(ii) if the landlord is not renewing the lease for a unit subject to article six-A of this chapter, the lawful basis for such non-renewal; and

(iii) if the landlord is increasing the rent upon an existing lease of a unit subject to article six-A of this chapter above the applicable local rent standard, as defined in subdivision eight of section two hundred eleven of this chapter, the justification for such increase. If the landlord fails to provide timely notice, the occupant's lawful tenancy shall continue under the existing terms of the tenancy from the date on which the landlord gave actual written notice until the notice period has expired, notwithstanding any provision of a lease or other tenancy agreement to the contrary.

(b) Notwithstanding paragraph (a) of this subdivision, notice shall not be required under this section to be provided by a cooperative housing corporation, other than a cooperative housing corporation subject to the provisions of article two, article four, article five or article eleven of the private housing finance law, to a tenant who is a dwelling unit owner or shareholder of such corporation. Nothing in this paragraph shall relieve such cooperative housing corporation of any otherwise applicable obligation to provide notice to such tenant pursuant to any other law or any agreement between the parties.

2.

(a) For the purposes of this section, the required notice shall be based on the cumulative amount of time the tenant has occupied the residence or the length of the tenancy in each lease, whichever is longer.

(b) If the tenant has occupied the unit for less than one year and does not have a lease term of at least one year, the landlord shall provide at least thirty days' notice.

(c) If the tenant has occupied the unit for more than one year but less than two years, or has a lease term of at least one year but less than two years, the landlord shall provide at least sixty days' notice.

(d) If the tenant has occupied the unit for more than two years or has a lease term of at least two years, the landlord shall provide at least ninety days' notice.

N.Y. Real Prop. Law § 226-C

Amended by New York Laws 2024, ch. 56, Sec. HH-2, eff. 8/18/2024, exp. 6/15/2034.

Amended by New York Laws 2021, ch. 789, Sec. 2, eff. 12/22/2021.

Amended by New York Laws 2019, ch. 39, Sec. Q-31, eff. 10/12/2019.

Added by New York Laws 2019, ch. 36, Sec. M-3, eff. 10/12/2019.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Late Fees:

What This Means: No statute.

Legal Statute:

No content available

Application Fees:

What This Means: Landlords may charge a fee to reimburse costs associated with conducting a background check and credit check, provided the cumulative fee for such checks is no more than the actual cost of the background check and credit check or twenty dollars, whichever is less. Landlords must waive the fee if the potential tenant provides a copy of a background check or credit check conducted within the past thirty days.

Legal Statute:

Section 238-A - Limitation on fees

1.

(a) Except in instances where statutes or regulations provide for a payment, fee or charge, no landlord, lessor, sub-lessor or grantor may demand any payment, fee, or charge for the processing, review or acceptance of an application, or demand any other payment, fee or charge before or at the beginning of the tenancy, except background checks and credit checks as provided by paragraph (b) of this subdivision, provided that this subdivision shall not apply to entrance fees charged by continuing care retirement communities licensed pursuant to article forty-six or forty-six-A of the public health law, assisted living providers licensed pursuant to article forty-six-B of the public health law, adult care facilities licensed pursuant to article seven of the social services law, senior residential communities that have submitted an offering plan to the attorney general, or not-for-profit independent retirement communities that offer personal emergency response, housekeeping, transportation and meals to their residents. Nothing in this paragraph shall prohibit a cooperative housing corporation, other than a cooperative housing corporation subject to the provisions of article two, article four, article five or article eleven of the private housing finance law, from demanding from a prospective tenant any payment, fee or charge which is necessary to compensate a managing agent and/or transfer agent for the processing, review or acceptance of such prospective tenant's application where such prospective tenant would become a dwelling unit owner or shareholder of such cooperative housing corporation.

(b) A landlord, lessor, sub-lessor or grantor may charge a fee or fees to reimburse costs associated with conducting a background check and credit check, provided the cumulative fee or fees for such checks is no more than the actual cost of the background check and credit check or twenty dollars, whichever is less, and the landlord, lessor, sub-lessor or grantor shall waive the fee or fees if the potential tenant provides a copy of a background check or credit check conducted within the past thirty days. The landlord, lessor, sub-lessor or grantor may not collect the fee or fees unless the landlord, lessor, sub-lessor or grantor provides the potential tenant with a copy of the background check or credit check and the receipt or invoice from the entity conducting the background check or credit check. Notwithstanding the provisions of this paragraph, a cooperative housing corporation shall be permitted to charge a fee or fees to reimburse costs associated with conducting a background check and credit check in excess of twenty dollars, where the potential tenant would become a dwelling unit owner or shareholder of such cooperative housing corporation, provided the cumulative fee or fees for such checks is no more than the actual cost of such background check and/or credit check. Further, with regard to a cooperative housing corporation subject to the provisions of article two, article four, article five or article eleven of the private housing finance law, all such fees must be reasonable and approved by the agency supervising such cooperative housing corporation.

2. No landlord, lessor, sub-lessor or grantor may demand any payment, fee, or charge for the late payment of rent unless the payment of rent has not been made within five days of the date it was due, and such payment, fee, or charge shall not exceed fifty dollars or five percent of the monthly rent, whichever is less; provided a cooperative housing corporation, other than a cooperative housing corporation subject to the provisions of article two, article four, article five or article eleven of the private housing finance law, shall be permitted to charge a tenant that is a dwelling unit owner or shareholder of such cooperative housing corporation a fee of up to eight percent of the monthly maintenance fee for the late payment of the monthly maintenance fee if the proprietary lease or occupancy agreement provides for such fee.

3. Any provision of a lease or contract waiving or limiting the provisions of this section shall be void as against public policy.

N.Y. Real Prop. Law § 238-A

Amended by New York Laws 2022, ch. 93, Sec. 3, eff. 12/22/2021.

Amended by New York Laws 2021, ch. 789, Sec. 3, eff. 12/22/2021.

Added by New York Laws 2019, ch. 36, Sec. M-10, eff. 6/14/2019.

Prepaid Rent:

What This Means: Landlords may not demand any payment, fee, or charge for the late payment of rent unless the payment of rent has not been made within five (5) days of the date it

was due, and such payment, fee, or charge shall not exceed fifty (\$50) dollars or five percent (5%) of the monthly rent, whichever is less.

Legal Statute:

Section 238-A - Limitation on fees

1.

(a) Except in instances where statutes or regulations provide for a payment, fee or charge, no landlord, lessor, sub-lessor or grantor may demand any payment, fee, or charge for processing, review or acceptance of an application, or demand any other payment, fee or charge before or at the beginning of the tenancy, except background checks and credit checks as provided by paragraph (b) of this subdivision, provided that this subdivision shall not apply to entrance fees charged by continuing care retirement communities licensed pursuant to article forty-six or forty-six-A of the public health law, assisted living providers licensed pursuant to article forty-six-B of the public health law, adult care facilities licensed pursuant to article seven of the social services law, senior residential communities that have submitted an offering plan to the attorney general, or not-for-profit independent retirement communities that offer personal emergency response, housekeeping, transportation and meals to their residents. Nothing in this paragraph shall prohibit a cooperative housing corporation, other than a cooperative housing corporation subject to the provisions of article two, article four, article five or article eleven of the private housing finance law, from demanding from a prospective tenant any payment, fee or charge which is necessary to compensate a managing agent and/or transfer agent for the processing, review or acceptance of such prospective tenant's application where such prospective tenant would become a dwelling unit owner or shareholder of such cooperative housing corporation.

(b) A landlord, lessor, sub-lessor or grantor may charge a fee or fees to reimburse costs associated with conducting a background check and credit check, provided the cumulative fee or fees for such checks is no more than the actual cost of the background check and credit check or twenty dollars, whichever is less, and the landlord, lessor, sub-lessor or grantor shall waive the fee or fees if the potential tenant provides a copy of a background check or credit check conducted within the past thirty days. The landlord, lessor, sub-lessor or grantor may not collect the fee or fees unless the landlord, lessor, sub-lessor or grantor provides the potential tenant with a copy of the background check or credit check and the receipt or invoice from the entity conducting the background check or credit check. Notwithstanding the provisions of this paragraph, a cooperative housing corporation shall be permitted to charge a fee or fees to reimburse costs associated with conducting a background check and credit check in excess of twenty dollars, where the potential tenant would become a dwelling unit owner or shareholder of such cooperative housing corporation, provided the cumulative fee or fees for such checks is no more than the actual cost of such background check and/or credit check. Further, with regard to a cooperative housing corporation subject to the provisions of article two, article four, article five or article eleven of the private housing finance law, all such fees must be reasonable and approved by the agency supervising such cooperative housing corporation.

2. No landlord, lessor, sub-lessor or grantor may demand any payment, fee, or charge for the late payment of rent unless the payment of rent has not been made within five days of the date it was due, and such payment, fee, or charge shall not exceed fifty dollars or five percent of the monthly rent, whichever is less; provided a cooperative housing corporation, other than a cooperative housing corporation subject to the provisions of article two, article four, article five or article eleven of the private housing finance law, shall be permitted to charge a tenant that is a dwelling unit owner or shareholder of such cooperative housing corporation a fee of up to eight percent of the monthly maintenance fee for the late payment of the monthly maintenance fee if the proprietary lease or occupancy agreement provides for such fee.

3. Any provision of a lease or contract waiving or limiting the provisions of this section shall be void as against public policy.

N.Y. Real Prop. Law § 238-A

Amended by New York Laws 2022, ch. 93, Sec. 3, eff. 12/22/2021.

Amended by New York Laws 2021, ch. 789, Sec. 3, eff. 12/22/2021.

Added by New York Laws 2019, ch. 36, Sec. M-10, eff. 6/14/2019.

Returned Check Fees:

What This Means: Landlords may collect a fee for a dishonored check for no more than twenty dollars (\$20) if specified in the lease.

Legal Statute:

1. As used in this section the following terms shall have the following meanings:

(a) \"Holder of a check\" means the holder or its assignee, representative or any other person retained by the holder to seek collection of the face value of a dishonored check.

(b) \"Dishonored check\" means a check, draft or like instrument drawn on a bank or depository institution as full or partial payment for an unpaid balance on an account, or for other extensions of credit or payments of money in connection with a consumer transaction, which is not paid or is dishonored or is returned by such institution due to insufficient funds or other cause not attributable to the holder.

(c) \"Consumer transaction\" means a transaction in which a natural person is extended credit for, or purchases or leases, personal property, money or services primarily for personal, family or household purposes.

(d) "Account" means a loan account, a retail credit account or an obligation under a retail lease agreement, retail instalment contract or retail instalment obligation or a retail instalment credit agreement, as defined in sections three hundred one, three hundred thirty-one and four hundred one of the personal property law.

2. Notwithstanding the provisions of any law:

(a) The holder of a dishonored check given in payment for a consumer transaction or an account may collect from, charge, or add to the outstanding balance of the account of, the person from whom such check was received or to whom such credit was extended, a dishonored check charge of not more than the lesser of the amount agreed upon, if contracted for, or twenty dollars.

(b) A dishonored check charge shall not be deemed a credit service charge, interest or an incident to or a condition to the extension of credit, for any purpose of law.

3. Notwithstanding any other provision of law, any person to whom a check, draft or like instrument, other than a money order, bank cashier's check or certified check, is tendered for any transaction, other than a consumer transaction, may, if such instrument is dishonored charge or collect from the maker or drawer the amount of twenty dollars for the return of such unpaid or dishonored instrument.

N.Y. Gen. Oblig. Law § 5-328

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Tenants are allowed to make a direct payment to a municipality if the landlord has failed to make the appropriate payment. The tenant may deduct the amount paid from a future rent payment according to the statute stipulations.

Legal Statute:

1. In any case in which a residential tenant shall lawfully make a payment to a utility company pursuant to the provisions of sections thirty-three, thirty-four and one hundred sixteen of the public service law, or to a utility company as defined in subdivision twenty-three of section two of the public service law, public authority, water-works corporation, as defined in subdivision twenty-seven of section two of the public service law, or municipal water system, as prescribed in section eighty-nine-l of the public service law, for water service which a landlord is responsible for but has failed or refused to provide payment therefor, such payment shall be deductible from any future payment of rent.

2. Any owner (as defined in the multiple dwelling law or multiple residence law) of a multiple dwelling responsible for the payment of charges for gas, electric, steam or water service who

causes the discontinuance of that service by failure or refusal to pay the charges for past service shall be liable for compensatory and punitive damages to any tenant whose utility service is so discontinued.

3.[Effective pending ruling by Commissioner of Internal Revenue] Nothing contained in this section and no payment made pursuant to this section shall be deemed to discharge the liability of a renter with an interest in real property pursuant to subdivision two of section three hundred four of the real property tax law from taxes levied on such interest.

N.Y. Real Prop. Law § 235-A

Amended by New York Laws 2020, ch. 143, Sec. 1, eff. 8/24/2020.

Tenant Allowed to Repair and Deduct Rent:

What This Means: Tenants are permitted to repair damages to the dwelling unit and deduct rent in some instances. See statute.

Legal Statute:

1. In every written or oral lease or rental agreement for residential premises the landlord or lessor shall be deemed to covenant and warrant that the premises so leased or rented and all areas used in connection therewith in common with other tenants or residents are fit for human habitation and for the uses reasonably intended by the parties and that the occupants of such premises shall not be subjected to any conditions which would be dangerous, hazardous or detrimental to their life, health or safety. When any such condition has been caused by the misconduct of the tenant or lessee or persons under his direction or control, it shall not constitute a breach of such covenants and warranties.

2. Any agreement by a lessee or tenant of a dwelling waiving or modifying his rights as set forth in this section shall be void as contrary to public policy.

3. In determining the amount of damages sustained by a tenant as a result of a breach of the warranty set forth in the section, the court;

(a) need not require any expert testimony; and

(b) shall, to the extent the warranty is breached or cannot be cured by reason of a strike or other labor dispute which is not caused primarily by the individual landlord or lessor and such damages are attributable to such strike, exclude recovery to such extent, except to the extent of the net savings, if any, to the landlord or lessor by reason of such strike or labor dispute allocable to the tenant's premises, provided, however, that the landlord or lesser has made a good faith attempt, where practicable, to cure the breach.

(c) where the premises is subject to regulation pursuant to the local emergency housing rent control law, the emergency tenant protection act of nineteen seventy-four, the rent stabilization law of nineteen hundred sixty-nine or the city rent and rehabilitation law, reduce the amount awarded hereunder by the total amount of any rent reduction ordered by the state division of housing and community renewal pursuant to such laws or act, awarded to the tenant, from the effective date of such rent reduction order, that relates to one or more matters for which relief is awarded hereunder.

N.Y. Real Prop. Law § 235-B

Self-Help Evictions:

What This Means: Landlords are prohibited from using self-help tactics to evict a tenant.

Legal Statute:

No content available

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: No notice is required to terminate a lease with a definite term, outside the city of New York.

Legal Statute:

A monthly tenancy or tenancy from month to month of any lands or buildings located outside of the city of New York may be terminated by the tenant or for a tenancy other than a residential tenancy the landlord, upon the tenant's or non-residential landlord's notifying the landlord or non-residential tenant at least one month before the expiration of the term of the tenant's election to terminate; provided, however, that no notification shall be necessary to terminate a tenancy for a definite term.

Source: N.Y. Real Prop. Law § 232-B

Amendments:

- New York Laws 2019, ch. 39, Sec. Q-33, eff. 10/12/2019
- New York Laws 2019, ch. 36, Sec. M-7, eff. 10/12/2019

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: Notice of termination by the tenant or for a tenancy other than a residential tenancy the landlord, upon the tenant's or non-residential landlord's notifying the landlord or non-residential tenant at least one month before the expiration of the term of the tenant's election to terminate outside New York City. If within New York City, 30 days' notice is required.

Legal Statute:

A monthly tenancy or tenancy from month to month of any lands or buildings located outside of the city of New York may be terminated by the tenant or for a tenancy other than a residential tenancy the landlord, upon the tenant's or non-residential landlord's notifying the landlord or non-residential tenant at least one month before the expiration of the term of the tenant's election to terminate; provided, however, that no notification shall be necessary to terminate a tenancy for a definite term.

N.Y. Real Prop. Law § 232-B

Amended by New York Laws 2019, ch. 39, Sec. Q-33, eff. 10/12/2019.

Amended by New York Laws 2019, ch. 36, Sec. M-7, eff. 10/12/2019.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: Written notice must be provided with no less than seven (7) days' notice.

Legal Statute:

A monthly tenancy or tenancy from month to month of any lands or buildings located outside of the city of New York may be terminated by the tenant or for a tenancy other than a residential tenancy the landlord, upon the tenant's or non-residential landlord's notifying the landlord or non-residential tenant at least one month before the expiration of the term of the tenant's election to terminate; provided, however, that no notification shall be necessary to terminate a tenancy for a definite term.

Source: N.Y. Real Prop. Law § 232-B

Amendments:

- New York Laws 2019, ch. 39, Sec. Q-33, eff. 10/12/2019
- New York Laws 2019, ch. 36, Sec. M-7, eff. 10/12/2019

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: For rental units outside of New York City, notice must be given five (5) days since the rent is past due. Tenant has 14 days to remedy the past due rent or quit.

Legal Statute:

No content available

Notice for Lease Violation:

What This Means: For rental units outside of New York City, notice must be given five (5) days since the rent is past due. Tenant has 14 days to remedy the past due rent or quit.

Legal Statute:

No content available

Required Notice before Entry:

What This Means: No statute, but "reasonable" notice is recommended of at least 24 hours.

Legal Statute:

No content available

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: No statute, but "reasonable" notice is recommended of at least 24 hours.

Legal Statute:

No content available

Emergency Entry Allowed without Notice:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: No statute, but \"reasonable\" notice is recommended of at least 24 hours.

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Lockouts are not permitted.

Legal Statute:

No content available

Utility Shut-offs Allowed:

What This Means: Utility shut-offs are not permitted.

Legal Statute:

No content available

Electronic Notices Allowed:

What This Means: no

Legal Statute:

No content available

Quick Reference Guide

Key New York Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in New York.

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Links To Statutes

- [N.Y. Real Prop. Law § 227-C](#) – Termination of residential lease by victims of domestic violence
- [N.Y. Real Prop. Law § 232-A](#) – Notice to terminate monthly tenancy or tenancy from month to month in the city of New York
- [N.Y. Real Prop. Law § 232-B](#) – Notification to terminate monthly tenancy or tenancy from month to month outside the city of New York
- [N.Y. Real Prop. Law § 233-B](#) – Campgrounds
- [N.Y. Real Prop. Law § 234](#) – Right to recover attorneys' fees in actions or summary proceedings arising out of leases of residential property
- [N.Y. Real Prop. Law § 235-A](#) – Tenant right to offset payments and entitlement to damages in certain cases
- [N.Y. Real Prop. Law § 235-B](#) – Warranty of habitability
- [N.Y. Real Prop. Law § 235-D](#) – Harrasment

- [N.Y. Real Prop. Law § 235-E](#) – Duty to provide written receipt
- [N.Y. Real Prop. Law § 235-G](#) – Electronic billing and/or payment of rent
- [N.Y. Real Prop. Acts. Law § 753\(4\)](#) – Stay in premises occupied for dwelling purposes
- [N.Y. Gen. Oblig. Law § 5-328](#) – Processing fee by holder of dishonored check
- [N.Y. Gen. Oblig. Law § 7-103\(1\)](#) – Money deposited or advanced for use or rental of real property; waiver void; administration expenses
- [N.Y. Gen. Oblig. Law § 7-103\(2\)](#) – Money deposited or advanced for use or rental of real property; waiver void; administration expenses
- [N.Y. Gen. Oblig. Law § 7-105](#) – Landlord failing to turn over deposits made by tenants or licensees and to notify tenants or licensees thereof in certain cases
- [N.Y. Gen. Oblig. Law § 7-108](#) – Security Deposit Maximum
- [N.Y. Real Prop. Law § 226-C](#) – Rent Increase Notice
- [N.Y. Real Prop. Law § 238-A](#) – Limitation on Fees
- [N.Y.C. Admin. Code § 27-2029](#) – Maintenance
- [N.Y. Real Prop. Law § 226-b](#) – Subleasing
- [N.Y. Real Prop. Law § 223-b](#) – Retaliation
- [NY Real Prop L § 235-B](#) – Compliance