

New York Residential Lease Agreement

Prepared with Signathing. Roles: Landlord, Tenant.

1. Parties and premises

Landlord (name): _____

Tenant(s) (name): _____

Premises address: _____

The Landlord leases the Premises to the Tenant for residential use only. No more than the persons named in the application may live there without the Landlord's written consent.

2. Term

Lease starts (date): _____

Lease ends (date), or write month-to-month: _____

If the Tenant stays after the end date with the Landlord's consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with 30 days' written notice.

3. Rent

Monthly rent (\$): _____

Due on the (day) of each month: _____

How rent is paid (check, transfer, portal): _____

Rent not received within five days after the due date carries a late fee as written here, if any. A returned payment is treated as unpaid rent plus the bank's returned-item cost.

Late fee after 5 days (\$, or 0): _____

4. Security deposit

Security deposit (\$): _____

Within 14 days after the Tenant moves out, the Landlord returns the deposit with an itemized statement of any deductions for unpaid rent and damage beyond ordinary wear. The deposit may not exceed one month's rent. A Landlord of a building with six or more units keeps the deposit in an interest-bearing account at a New York bank and pays the Tenant the interest less a 1% administrative fee. Every Landlord tells the Tenant in writing the bank's name and address and the amount.

Deposit held at (bank name, if the state requires a separate account): _____

5. Utilities and services

Paid by Landlord: _____

Paid by Tenant: _____

6. Condition, maintenance and repairs

Both parties complete a move-in inspection checklist within three days of the start date. The Tenant keeps the Premises clean and safe, reports needed repairs promptly, and pays for damage caused by the Tenant or guests. The Landlord keeps the structure, plumbing, heating, electrical and supplied appliances in working order and makes repairs within a reasonable time after notice.

7. Use, pets and smoking

Pets allowed (describe, or none): _____

Smoking: _____

Choices: Not permitted anywhere / Outdoors only / Permitted

No business that brings customers to the Premises, no illegal activity, and nothing that disturbs neighbors or voids the Landlord's insurance.

8. Entry

The Landlord may enter at reasonable times to inspect, repair or show the Premises after at least 24 hours' notice, and without notice in an emergency.

9. Ending the lease and default

The Landlord ends a month-to-month tenancy with written notice of 30 days when the Tenant has lived in the Premises under a year, 60 days for one to two years, and 90 days for more than two years. The Tenant gives at least 30 days' written notice. If rent is unpaid or a term is broken, the Landlord gives the written notice New York law requires before ending the tenancy, and the Tenant is responsible for rent through the end of the term unless the Premises is re-rented sooner.

10. Other terms

Additional terms (or none): _____

This lease is the whole agreement. Changes must be in writing and signed by both parties. If a part is unenforceable, the rest stands. Each party has read and received a copy.

11. Disclosures

The Landlord initials each item below to confirm it was given to the Tenant with this lease, or marks it not applicable.

- ☐ Lead-based paint and hazards, for a building built before 1978, with the EPA pamphlet (42 U.S.C. 4852d)
- ☐ Bank name and address and amount of the security deposit (Gen. Oblig. Law 7-103)
- ☐ Whether the Premises has a working sprinkler system, in bold (Real Prop. Law 231-a)
- ☐ Flood history and flood zone status, with the renter's insurance notice (Real Prop. Law 231-b)
- ☐ Good Cause Eviction Law notice, where it applies (Real Prop. Law 231-c)
- ☐ Certificate of occupancy, for a building with three or fewer units (Real Prop. Law 235-bb)
- ☐ Notice of the right to request reasonable accommodations for a disability (Exec. Law 170-d)

New York City adds bed bug history, window guard and rent stabilization notices. Check the city rules before signing.

Signatures

Landlord

Signature

Date

Printed name

Tenant

Signature

Date

Printed name