

New York landlords and tenants must navigate local and state rental laws that significantly impact their rights, obligations, and the dynamics of the landlord-tenant relationship. Even for experienced rental owners and tenants, this task can prove extremely challenging.

To help tackle this challenge, we compiled this complete guide covering key rental topics like [tenant screening](#), rent payments, evictions, [rental agreements](#), and so much more. Whether you're a landlord or a tenant, this guide will help you develop a solid understanding of New York's laws as outlined in the [NY Real Property Law § 220-238A](#).

Landlords will discover how to protect their rental properties and nurture positive relationships with their tenants, while tenants will gain valuable insights into exercising their rights while residing in a rental property.

Let's begin!

New York landlord tenant law fast facts

New York landlord responsibilities and rights

Rights

As in all states, New York landlords are granted certain rights, which allow them to efficiently run their rental properties protected from potential legal issues. Landlords have the right to:

- Charge and collect on-time rent payments
- Collect security deposits to cover possible costs like unpaid rent or rental damage beyond normal wear and tear
- Pursue a formal eviction if a tenant violates the rental agreement

Responsibilities

New York residential landlords also have a set of obligations to uphold that ensure a smooth and safe tenancy for renters. A few of their key duties include:

- Providing tenants with a safe, habitable rental unit free of housing discrimination
- Making repairs within a “reasonable time” after getting written notice from a tenant
- Returning the tenant's security deposit within **14 days** of the end of the lease

New York tenant responsibilities and rights

Rights

Like landlords, New York tenants have a set of fundamental rights that protect their well-being and safety while residing in a rental property. Their main rights include:

- Living in a habitable rental that meets local and state health and safety codes
- Having repairs made in a “reasonable time” after providing the landlord with written notice
- Taking legal action like suing or filing a court order if the landlord commits a lease violation
- Living in a rental without interference of privacy or right to quiet enjoyment

Responsibilities

New York tenants are also expected to uphold certain responsibilities throughout their time living in a rental unit. They must:

- Pay rent on time
- Keep the unit clean and free of trash
- Make small repairs as necessary
- Not disturb other renters or neighbours
- Inform the landlord of maintenance or repair issues

New York landlord tenant law through the rental cycle

New York tenant screening and rental application laws

More than other states, [New York governs the tenant screening](#) and rental application process. For example, landlords are not allowed to charge more than \$20 for background checks or credit reports. While application fees are non-refundable, if a tenant provides a copy of a background check or credit report conducted within the past 30 days, the landlord is required to waive the fee.

Landlords are allowed to screen tenants as long as they obtain prospective tenants' written consent first. Screening may include credit checks, personal references, criminal background checks, work and landlord references, and questions about the number of people living in the unit. Landlords are allowed to ask any questions on the rental application that do not lead to housing discrimination.

New York rental agreement and lease termination laws

In New York, the lease or rental agreement does not have to be in writing unless the lease period is over one year. However, a written lease agreement is required for rent-controlled or rent-stabilized properties. It's always recommended to have a written document, as a written lease agreement provides more protection for both parties in the event of a dispute.

Landlords are required to include their name, address, and phone number in the lease. While it is not required, it is recommended to include the rent amount, rent due date, and lease length, along with other [information in the lease agreement](#).

To break a lease or change its terms, such as increasing rent, a landlord must provide **a 60-day written notice** for leases of a year but less than two. **A 30-day notice** is required for tenants who have occupied the property for less than a year, and **a 90-day notice** is required for tenants who have been in the rental longer than two years.

New York renters can also terminate a lease agreement early for certain legal reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

- Domestic violence and stalking
- Senior citizens and serious health issues

New York security deposit laws

New York landlords can [collect a security deposit](#) at the start of the lease to cover unforeseen costs like property damage exceeding normal wear and tear. Landlords are limited to charging the equivalent of **one month's rent** for the deposit.

In regards to security deposits, New York landlords must do the following:

- Must hold security deposits for rentals with 6+ units in an interest-bearing account
- Must pay interest on security deposits for properties with 6+ units
- Must provide the tenant with a security deposit receipt, plus the name and address of the banking institution where the deposit is being held

At the end of a lease, Nevada landlords have **14 days** to return the tenant's security deposit. Allowable deductions include damage excluding [normal wear and tear](#), unpaid rent and utilities, and the cost of moving or storing the tenant's property.

If the landlord fails to comply with the notice period, tenants can sue for twice the deposit amount, plus the amount wrongfully withheld.

New York state rent laws

New York is known for having strict rent control laws that limit landlords' ability to increase rent. There are two types of rent control laws in the state: rent control and rent stabilization. Additionally, all mobile homes are protected by a 3% rent cap.

The maximum a landlord can increase rent changes annually and depends on a rental unit's location and whether it's protected by rent control or stabilization. Generally, a rent increase can only occur once every one or two years depending on the lease period. It should be noted that rent increases can never take place within a lease period unless the lease specifically allows for it.

Before increasing rent, landlords must provide a specific notice period that depends on the length of the lease.

If New York renters fail to pay rent on time, landlords are required to provide **a 5-day grace period** before charging a late fee. The fee cannot be greater than \$50 or 5% of the periodic rent payment, whichever is higher.

It's important to note that in New York renters can withhold rent payments if the landlord breaches the warrant of habitability. However, landlords may sue the renter for non-payment of rent.

New York repair and maintenance laws

New York landlords are required to make repairs within **a "reasonable amount" of time**, usually under 30 days, after receiving written notice from tenants.

If the landlord fails to make necessary repairs in a timely manner, tenants can take certain legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the rental agreement altogether. Sometimes they are able to use the “repair and deduct” remedy in which they repair the issue themselves and deduct the cost from their following rent payment.

New York notice of entry laws

New York law doesn’t have specific statutes covering notice of entry. This means that landlords can enter their rental properties for reasonable purposes related to the tenancy such as maintenance and inspections.

While the state doesn’t specify a notice period, it’s generally a good practice to follow to maintain a healthy landlord-tenant relationship. The notice can range from 24 hours to two days depending on what is agreed upon in the rental agreement. No notice is required in case of emergencies.

New York eviction laws

In New York, landlords are permitted to [evict tenants for specific legal reasons](#). The process requires them to provide a certain notice period dependent on the reason for eviction. The reasons for eviction and associated notice periods are as follows:

- **Nonpayment of rent:** If the tenant fails to pay rent, after the 5-day grace period, the landlord may issue a 14-day notice to pay. If the tenant still doesn’t pay, the landlord can continue with the eviction proceedings.
- **Lease violation:** If the tenant violates the lease, the landlord may issue a 10-day notice to comply. If the issue is not corrected in that time period, the landlord must issue a 30-day notice to quit. If the tenant fails to vacate the property, the landlord may proceed with the eviction.
- **Illegal acts:** If the tenant is found committing illegal acts on the property, the landlord can begin the eviction process immediately. No notice is required for this eviction reason.
- **No lease/end of lease:** If tenants stay past the end of the tenancy, the landlord can issue a notice to quit. The notice period depends on the length of the lease:
 - Leases of one year or less: **30-day notice to quit**
 - Leases of more than one year: **60-day notice to quit**
 - Leases of more than two years: **90-day notice to quit**

Additional New York landlord tenant laws

Aside from addressing rental matters like repairs and security deposits, New York laws also cover issues such as housing discrimination and landlord retaliation. Let's examine some of these regulations in more detail below.

Housing discrimination

Both state and federal laws protect New York tenants from housing discrimination. Under the Federal Fair Housing Act, landlords are prohibited from discriminating against prospective renters based on race, color, national origin, religion, sex, familial status, and disability. New

York state law further protects tenants from discrimination based on characteristics including age, marital status, military status, gender identity, and sexual orientation.

If a landlord violates housing discrimination laws, tenants can seek legal help and file a complaint with The New York State Division of Human Rights.

Landlord retaliation

Like in other states, it's illegal for landlords in New York to retaliate against tenants for taking legal actions like reporting landlords to government authorities for health and safety violations. In New York, **threatened eviction**, **reduced services**, and **raised rent** are all considered forms of retaliation.

Required landlord disclosures

New York landlords must provide certain disclosures to tenants at the beginning of the lease period. Those disclosures include:

- **Lead-based paint:** Landlords who own rental units built before 1978 must provide information about lead paint concentrations in the building.
- **Security deposit:** If the landlord collects a security deposit, they must disclose the name and address of the bank or institution where the deposit is being held, as well as the tenant's right to inspect the property before occupancy.
- **Bed bugs:** If the rental is located in New York City proper, landlords must disclose a one-year history of bed bug infestation.
- **Signed lease agreement:** Only applying to rent-stabilized units in New York City, landlords must provide the tenant with a copy of the signed lease within 30 days of tenancy.
- **Stovetop protection notice:** For multi-family units in New York City, landlords must provide a yearly notice to each tenant that states the landlord will provide permanent stove safety knobs with integrated locking mechanisms or stove knob covers.

Summing up: New York's landlord tenant laws

New York's rental laws have been thoughtfully crafted to establish a clear framework of landlord and tenant rights and responsibilities. While the primary goal of these laws is to ensure fairness in the rental process, they also promote a healthy landlord-tenant relationship that benefits all parties involved.

It is essential for both property owners and renters to comprehend and adhere to the state's rental laws. For landlords, this safeguards their property investments and fosters positive interactions with their tenants. Likewise, tenants will be empowered to assert their legal rights when necessary.

In addition to reviewing this guide, landlords and tenants should keep themselves informed about New York's rental laws, now and well into the future.

New York landlord tenant law FAQ

Is New York considered a landlord-friendly state?

Despite the high rent, New York is generally considered to be a tenant-friendly state—evident in its 48th place on this [list of landlord-friendly states](#). The state has rent control laws, grace periods laws, and allows tenants to withhold rent for certain reasons. Additionally, New York is known to have restrictive policies concerning landlords and investors, making it one of the least landlord-friendly states for real estate investment. Trying to find a state to invest in real estate? Learn how to pick [a landlord-friendly state](#) now!

What is the limit a landlord or tenant can sue for in New York Small Claims Court?

Small Claims Court in New York handles disputes involving small amounts of money in a simplified and expedited manner. To be eligible for New York City Small Claims Court, the amount cannot exceed \$10,000.

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