

# NEW YORK RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Lease") is made and entered into on \_\_\_\_\_ [Date], by and between:

**LANDLORD:** \_\_\_\_\_ [Full Legal Name], with a mailing address of \_\_\_\_\_ [Address] ("Landlord").

**TENANT(S):** \_\_\_\_\_ [Full Legal Name(s)], currently residing at \_\_\_\_\_ [Address] ("Tenant").

## 1. PREMISES

Landlord leases to Tenant the real property located at \_\_\_\_\_ [Property Address], in the City of \_\_\_\_\_ [City], County of \_\_\_\_\_ [County], State of New York (the "Premises").

## 2. TERM

The term of this Lease shall commence on \_\_\_\_\_ [Start Date] and end on \_\_\_\_\_ [End Date], unless terminated earlier as provided herein.

## 3. RENT

Tenant agrees to pay monthly rent of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars), due on the \_\_\_\_\_ day of each month. Rent shall be paid by \_\_\_ check \_\_\_ electronic transfer \_\_\_ other: \_\_\_\_\_, payable to Landlord at the address above.

Late Fee: If rent is not received within \_\_\_\_\_ days of the due date, Tenant shall pay a late fee of \$ \_\_\_\_\_ or \_\_\_\_\_% of monthly rent (whichever applies under applicable state law).

## 4. SECURITY DEPOSIT

Tenant shall deposit with Landlord the sum of \$ \_\_\_\_\_ as a security deposit. The deposit is subject to the limits and conditions of New York Real Property Law Article 7 + Housing Stability and Tenant Protection Act 2019. The deposit will be returned to Tenant within the statutory period after termination of the tenancy, less any lawful deductions, with an itemized accounting.

## 5. UTILITIES

The following utilities shall be paid by:

Electricity: \_\_\_ Landlord \_\_\_ Tenant Gas: \_\_\_ Landlord \_\_\_ Tenant Water/Sewer: \_\_\_ Landlord \_\_\_ Tenant  
Trash: \_\_\_ Landlord \_\_\_ Tenant Internet: \_\_\_ Landlord \_\_\_ Tenant Other: \_\_\_\_\_

## 6. OCCUPANCY

The Premises shall be occupied solely by Tenant and the following named individuals: \_\_\_\_\_ . Guests may not stay more than 14 consecutive days without Landlord's written consent.

## 7. USE OF PREMISES

Tenant shall use the Premises only as a private residence. No commercial activities, illegal activities, or activities that violate local ordinances or HOA rules.

## **8. MAINTENANCE AND REPAIRS**

Landlord shall maintain the Premises in compliance with the implied warranty of habitability under applicable state law. Tenant shall keep the Premises clean and in good condition, and shall promptly notify Landlord of any needed repairs.

## **9. ENTRY BY LANDLORD**

Landlord may enter the Premises with at least 24 hours' notice for inspections, repairs, or showings, except in emergencies. Entry shall be at reasonable hours and consistent with New York statutes.

## **10. PETS**

Pets: \_\_\_ Not Permitted \_\_\_ Permitted with deposit of \$\_\_\_\_\_. Allowed pets: \_\_\_\_\_.  
Service animals and emotional support animals required by Fair Housing law are not subject to pet restrictions.

## **11. SUBLETTING AND ASSIGNMENT**

Tenant shall not sublet the Premises or assign this Lease without Landlord's prior written consent, which shall not be unreasonably withheld.

## **12. INSURANCE**

Tenant: \_\_\_ Required \_\_\_ Not required to maintain renter's insurance with minimum liability coverage of \$\_\_\_\_\_. Proof of insurance shall be provided to Landlord within 14 days of Lease commencement.

## **13. DEFAULT AND REMEDIES**

If Tenant fails to pay rent or breaches any term of this Lease, Landlord may exercise all remedies available under New York Real Property Law Article 7 + Housing Stability and Tenant Protection Act 2019, including service of statutory notices and filing for possession.

## **14. DISCLOSURES**

Lead-Based Paint (Federal): If the Premises was built before 1978, the federally required lead-based paint disclosure is attached and incorporated by reference.

New York-specific disclosures (as required by state law): \_\_\_ Mold history \_\_\_ Bedbug history \_\_\_ Sex offender registry notice \_\_\_ Flood zone status \_\_\_ Shared utility notice \_\_\_ Other: \_\_\_\_\_

## **15. ATTORNEYS' FEES**

In any action or proceeding to enforce this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

## **16. GOVERNING LAW**

This Lease shall be governed by and construed in accordance with the laws of the State of New York.

## **17. ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between the parties. Any modification must be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the date first written above.

**LANDLORD:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**TENANT:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**TENANT (Co-Tenant):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*DISCLAIMER: This New York Residential Lease Agreement template is provided for informational purposes only and does not constitute legal advice. Consult a licensed New York attorney for high-value rentals or complex situations.*