New York Month-to-Month Rental Agreement

General template, not legal advice. Have a New York attorney review before use. Last reviewed October 29, 2026.

This Month-to-Month Rental Agreement (the "Agreement") is made on _____ (Date signed) between the landlord and the tenant or tenants named below, for a home located in New York. The law of that state governs this Agreement.

1. Parties

Landlord or managing agent _____

Landlord address for notices _____

Landlord phone and email _____

Tenant 1 full name _____

Tenant 2 full name _____

Other occupants _____

Each tenant who signs is fully responsible for all rent and other obligations under this Agreement.

2. Property

Street address and unit _____

City, state and ZIP _____

Parking or storage included _____

Appliances and furniture included _____

3. Monthly term

The tenancy starts on _____ (Start date) and continues from month to month. Each rental period starts on the _____ (First day of each period) day of the month. There is no fixed end date.

4. Ending the tenancy

Either party may end this tenancy by giving the other written notice at least _____ (Notice period in days) days before the end of a rental period, or any longer period that New York law requires for the length of this tenancy. Notice from one tenant ends the tenancy for all tenants unless the landlord agrees otherwise in writing.

A landlord's notice to end the tenancy must comply with any state or local rule that requires a reason, a longer notice period, or relocation help. The landlord will not end the tenancy to retaliate against the tenant or for any discriminatory reason.

> Notice to end a month-to-month tenancy: _____ (check the rule in New York)

5. Rent

Rent is $_____ (Monthly rent) per month, due in advance on the _____ (Due day) day of each month, paid by _____ (Accepted payment methods). Rent for the first partial month is $_____ (Prorated first month rent).

If rent is not received within _____ (Grace period in days) days after it is due, a late charge of $_____ (Late charge) applies, to the extent allowed by law. Returned payments incur a fee of $_____ (Returned payment fee).

> Late fee limits in New York: A late fee may not exceed $50 or 5 percent of the monthly rent, whichever is less. (Real Property Law section 238-a)

6. Changes to rent or terms

The landlord may change the rent or other terms by giving written notice at least as far in advance as New York law and any local ordinance require. A change takes effect at the start of a rental period after the notice period ends.

> Rent increase notice in New York: An increase of 5 percent or more needs 30 days of written notice if the tenant has lived there under a year, 60 days for one to two years, and 90 days for more than two years. (Real Property Law section 226-c)

> Rent control in New York: Rent stabilization covers many apartments in New York City and in localities that opted in under the Emergency Tenant Protection Act, a smaller set of older units remains under rent control, and the Good Cause Eviction Law adds limits in covered places. (Emergency Tenant Protection Act of 1974, Rent Stabilization Law and Real Property Law Article 6-A)

7. Security deposit

The tenant pays a security deposit of $_____ (Security deposit amount) on signing. The landlord may use it for unpaid rent, damage beyond normal wear and tear, and cleaning needed to restore move-in condition. The balance and an itemized statement go to the tenant's forwarding address within the deadline set by New York law.

> Deposit limit in New York: For most rentals, the deposit and any advance payment together may not exceed one month of rent. (General Obligations Law section 7-108)

> Deposit return deadline in New York: The landlord must return the deposit, minus lawful deductions, within 14 days after the tenant moves out. (General Obligations Law section 7-108)

8. Utilities

Tenant pays: _____ (Utilities paid by tenant). Landlord pays: _____ (Utilities paid by landlord).

9. Use, guests and pets

The home is a private residence for the people named above. Guests may stay up to _____ (Maximum guest stay in days) days in a row. Pets are _____ (Allowed, allowed with approval, or not allowed); approved pets: _____ (Approved pets). Assistance animals are handled under fair housing law, not this pet clause. Smoking inside is _____ (Allowed or not allowed).

10. Care, repairs and alterations

The landlord keeps the home safe and fit to live in and makes needed repairs within a reasonable time after notice. The tenant keeps the home clean, reports problems promptly in writing to _____ (How to request repairs), and pays for damage caused by the tenant, occupants, guests or pets. The tenant makes no alterations without written consent.

11. Entry

The landlord may enter at reasonable times for inspections, repairs and showings after giving the advance notice New York law requires, and at any time in an emergency.

> Entry notice: _____ (check the rule in New York)

12. Subletting

The tenant may not sublet, assign, or rent the home for short stays without the landlord's written consent.

13. Default

If rent is unpaid or another term is broken, the landlord may serve the notice New York law requires and, if the problem is not cured, end the tenancy through the courts. The landlord will not use lockouts, utility shutoffs or removal of belongings to force the tenant out.

> Notice for unpaid rent in New York: Before filing for unpaid rent, the landlord must serve a written rent demand giving the tenant at least 14 days to pay or move out. (Real Property Actions and Proceedings Law section 711(2))

14. Moving out

On move-out the tenant returns all keys, removes belongings, leaves the home clean, and gives a forwarding address in writing.

15. Disclosures

- ☐ Lead-based paint disclosure and pamphlet (homes built before 1978)
- ☐ Move-in condition checklist
- ☐ House or community rules
- ☐ State or local disclosures that may also be required: check

> State disclosures in New York: Homes built before 1978 need the federal lead-based paint disclosure and the EPA pamphlet. (Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4852d)) The lease must state in bold type whether the unit has a working sprinkler system. (Real Property Law section 231-a)

16. General terms

This Agreement and its attachments are the full agreement. Changes are made in writing, except rent or term changes made by proper notice under section 6. If one part is unenforceable, the rest remains. Electronic signatures count as originals.

17. Signatures

Landlord or agent signature

Printed name

Date

Tenant 1 signature

Printed name

Date

Tenant 2 signature

Printed name

Date

General template, not legal advice. Have a New York attorney review before use.