New York Single-Family Home Lease Agreement

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

This Lease is made on _____ (Date signed) between the landlord and the tenants named below for the rental of the single-family home described in section 2. The home is located in New York, and the law of that state governs this Lease. Where this Lease conflicts with that law, the law controls.

1. Parties and occupants

Landlord or managing agent (legal name) _____

Landlord address for notices _____

Landlord phone and email _____

Tenant 1 full name _____

Tenant 2 full name _____

Other occupants (names and ages of minors) _____

Each tenant is jointly and severally responsible for all obligations under this Lease. Only the tenants and occupants listed may live in the home. A guest who stays more than _____ (Number of nights) nights in any _____ (Number of days) day period needs the landlord's written consent.

2. The home

Street address _____

City, state and ZIP _____

Garage, driveway and parking _____

Sheds, outbuildings or areas excluded from the rental _____

Appliances included _____

Furniture or other items included _____

3. Term

The Lease starts on _____ (Start date) and ends at 11:59 p.m. on _____ (End date). If the tenant stays after the end date with the landlord's written consent and no new lease is signed, the tenancy becomes month to month on these terms and either party may end it with the notice New York law requires.

4. Rent

Rent is $_____ (Monthly rent) per month, due in advance on the _____ (Due day) day of each month. Rent for a partial first month is $_____ (Prorated first month rent). Rent is paid by _____ (Accepted payment methods) to _____ (Payee or payment portal). A returned payment incurs a fee of $_____ (Returned payment fee) where allowed by law.

If rent is not received by the end of a _____ (Grace period in days) day grace period, the tenant owes a late charge of $_____ (Late charge).

> 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)

5. Security deposit

The tenant pays a security deposit of $_____ (Deposit amount) on or before signing. It is not rent and may not be used for the last month without the landlord's written consent. After the tenant moves out and returns the keys, the landlord will return the deposit, minus lawful deductions listed in an itemized statement, within the time New York law requires.

> 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)

> 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)

6. Utilities and services

The tenant will put these utilities in the tenant's own name from the start date and keep them on until move-out: _____ (Utilities in tenant's name, such as electricity, gas, water, trash, internet). The landlord pays: _____ (Utilities landlord pays, or none). The tenant may not let heat, water or electricity be shut off, because frozen pipes and other damage can follow.

7. Yard, exterior and seasonal care

- ☐ Lawn mowing, watering and weeding: _____ (Tenant or landlord)
- ☐ Tree trimming and removal: landlord, unless damage is caused by the tenant
- ☐ Snow and ice removal from walks and driveway: _____ (Tenant or landlord)
- ☐ Gutter cleaning: _____ (Tenant or landlord)
- ☐ Pool or hot tub care: _____ (Tenant, landlord or not applicable)
- ☐ Replacing HVAC filters every _____ (Number of months) months: tenant, with filters supplied by _____ (Tenant or landlord)

8. Maintenance and repairs

The landlord will keep the structure, roof, plumbing, heating, electrical systems and included appliances in good working order, as required by law. The tenant will keep the home clean and safe, use systems properly, test smoke and carbon monoxide alarms monthly, replace batteries and light bulbs, and promptly report leaks, mold, pests or anything that is not working. The tenant pays for damage caused by the tenant, occupants, guests or pets, beyond normal wear and tear.

The tenant may make small repairs costing up to $_____ (Repair limit) only with the landlord's approval. No alterations, painting, lock changes or installations without written consent.

> Repair rights and remedies in New York: Every residential lease includes a warranty that the home is fit to live in, and a tenant can ask the court to reduce the rent when the landlord breaches it. (Real Property Law section 235-b)

9. Homeowners association

If the home is in a homeowners association, the tenant will follow the association's rules, a copy of which has been given to the tenant. The tenant pays any fine caused by the tenant's conduct. Association dues remain the landlord's responsibility. HOA name and contact: _____ (HOA name and contact, or not applicable).

10. Pets

No pets without the landlord's written consent. Approved pets: _____ (Type, breed, weight and name, or none). Pet deposit $_____ (Pet deposit) and pet rent $_____ (Monthly pet rent), where allowed by law. Service and support animals are not pets and are handled under fair housing law.

11. Use, conduct and smoking

The home is for residential use only. The tenant will not disturb neighbors, break the law on the property, or store hazardous materials. Smoking or vaping _____ (Is or is not) allowed inside the home. Vehicles must be in working order and parked only in the driveway, garage or legal street spaces. No business that brings customers to the home without consent.

12. Landlord entry

The landlord may enter at reasonable times to inspect, make repairs or show the home, after giving the notice New York law requires. In an emergency the landlord may enter without notice.

> Notice before entry: _____ (check the rule in New York)

13. Insurance

The landlord's insurance does not cover the tenant's belongings or the tenant's liability. The tenant _____ (Must carry renters insurance with liability coverage of at least $ amount, or is encouraged to carry renters insurance).

14. Subletting and assignment

The tenant may not sublet the home, rent any part of it for short stays, or assign this Lease without the landlord's written consent, except where state law gives the tenant that right.

15. Disclosures

The tenant acknowledges receiving these disclosures and attachments: _____ (List, such as lead-based paint disclosure for homes built before 1978, move-in condition checklist, HOA rules, mold or radon notices).

> Disclosures required in this state 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. Default and ending the Lease

If the tenant fails to pay rent or breaks another term of this Lease, the landlord may give the notice required by New York law and, if the problem is not fixed, end the tenancy through the courts. The landlord will never lock out the tenant, remove belongings or shut off utilities to force a move.

Early termination: the tenant may end this Lease early by giving _____ (Number of days) days of written notice and paying _____ (Early termination fee or months of rent, or rent until the home is re-rented). Military members and survivors of domestic violence may have rights to end the Lease early under federal and state law.

17. Move-out

At the end of the tenancy the tenant will remove all belongings, clean the home, leave the yard in the condition it was received, return all keys and remotes, and give a forwarding address in writing. Both parties will compare the home with the move-in condition checklist.

18. Other terms

Notices must be in writing and delivered to the addresses above, or by email if both parties agree. If any part of this Lease is invalid, the rest stays in effect. This Lease, with its attachments, is the whole agreement and may be changed only in writing signed by both parties. Additional terms: _____ (Additional terms, or none).

_____	_____
Landlord or agent signature	Tenant signature
_____	_____
Printed name	Printed name
_____	_____
Date	Date

Tenant signature

Printed name

Date

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