

Breaking a Lease in New York: Tenant Rights and Landlord Options

Summary for landlords and property managers. Last reviewed October 29, 2026. Full guide: <https://www.generationadvisory.com/laws/new-york-breaking-a-lease>

Since 2019 a New York landlord must try to re-rent a unit when a tenant leaves early, which limits how much rent can be claimed. Survivors of domestic violence, older tenants moving to care and service members have specific rights to end a lease.

Key points

- A tenant entering military service, or getting orders to move, can end a residential lease early with written notice and a copy of the orders.
- A survivor of domestic violence who fears staying can end the lease with written notice of a date at least 30 days away, then provide documentation such as an order of protection within 25 days.
- When a tenant leaves early, the landlord must make reasonable efforts to re-rent the unit at fair market value, which reduces what the tenant owes.
- When serious conditions make the home unlivable, a tenant may have claims for rent reduction or constructive eviction, usually decided by a court.
- To end a month-to-month tenancy, a landlord gives 30, 60 or 90 days of written notice depending on how long the tenant has lived there.

New York at a glance

Rule	New York	Law
Military service	A tenant entering military service, or getting orders to move, can end a residential lease early with written notice and a copy of the orders.	Servicemembers Civil Relief Act (50 U.S.C. 3955) and New York Military Law
Domestic violence survivors	A survivor of domestic violence who fears staying can end the lease with written notice of a date at least 30 days away, then provide documentation such as an order of protection within 25 days.	Real Property Law section 227-c
Unlivable conditions	When serious conditions make the home unlivable, a tenant may have claims for rent reduction or constructive eviction, usually decided by a court.	Real Property Law (warranty of habitability) and case law

Rule	New York	Law
Landlord duty to re-rent	When a tenant leaves early, the landlord must make reasonable efforts to re-rent the unit at fair market value, which reduces what the tenant owes.	Real Property Law section 227-e
Month-to-month notice	To end a month-to-month tenancy, a landlord gives 30, 60 or 90 days of written notice depending on how long the tenant has lived there.	Real Property Law (month-to-month tenancies, as amended in 2019)

Mistakes to avoid

- Billing the tenant for every remaining month without trying to re-rent the unit.
- Ignoring a protected early termination notice because it is inconvenient.
- Agreeing to an early exit by phone without a written agreement.
- Keeping more of the deposit than the lawful deductions.

Verify current law

Laws named in this summary:

- Servicemembers Civil Relief Act (50 U.S.C. 3955) and New York Military Law
- Real Property Law section 227-c
- Real Property Law (warranty of habitability) and case law
- Real Property Law section 227-e
- Real Property Law (month-to-month tenancies, as amended in 2019)
- Real Property Law section 227-a

Official sources:

- New York State Senate: Consolidated Laws of New York:
<https://www.nysenate.gov/legislation/laws/CONSOLIDATED>
- New York State Unified Court System: Housing Court and evictions:
<https://www.nycourts.gov/courts/nyc/housing/>

General information, not legal advice. Check current law and talk to a New York attorney before you act. Last reviewed October 29, 2026.