

New York Rent Increase Notice Laws: How Much Notice to Give

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

In New York an increase of 5 percent or more needs advance written notice that grows with how long the tenant has lived in the unit. Rent stabilized units follow separate renewal rules set by rent guidelines boards.

Key points

- 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.
- A landlord may not evict, refuse to renew or impose an unreasonable increase because a tenant complained in good faith, enforced their rights or joined a tenant group, and action within one year of such activity is presumed retaliatory.
- Rent stabilized tenants receive renewal lease offers with increases limited to the rates generally set by the local rent guidelines board.
- There is no statewide cap, but in places covered by the Good Cause Eviction Law an increase above the local rent standard, generally inflation plus 5 percent and never more than 10 percent, is presumed unreasonable.

New York at a glance

Rule	New York	Law
Notice before a rent increase	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
Notice before a rent increase	Rent stabilized tenants receive renewal lease offers with increases limited to the rates generally set by the local rent guidelines board.	Rent Stabilization Law and Code
Statewide cap on increases	There is no statewide cap, but in places covered by the Good Cause Eviction Law an increase above the local rent standard, generally inflation plus 5 percent and never more than 10 percent, is presumed unreasonable.	Good Cause Eviction Law (Real Property Law Article 6-A)

Rule	New York	Law
Retaliation protection	A landlord may not evict, refuse to renew or impose an unreasonable increase because a tenant complained in good faith, enforced their rights or joined a tenant group, and action within one year of such activity is presumed retaliatory.	Real Property Law section 223-b

Mistakes to avoid

- Raising rent during a fixed term without a clause that allows it.
- Sending the notice by text or email when the lease or the law calls for written delivery another way.
- Increasing rent right after a repair request or complaint.
- Not keeping proof of when the notice was delivered.

Verify current law

Laws named in this summary:

- Real Property Law section 226-c
- Rent Stabilization Law and Code
- Good Cause Eviction Law (Real Property Law Article 6-A)
- Real Property Law section 223-b
- Emergency Tenant Protection Act of 1974, Rent Stabilization Law and Real Property Law Article 6-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.