

This material is provided to answer general questions about the law in New York State. The information and forms were created to assist readers with general issues and not specific situations, and, as such, does not replace the legal advice or representation of an attorney. Because of this and because of unanticipated changes in the law, the Rural Law Center of New York (RLC) makes no claim that this information will achieve the results you desire. Also, the RLC disclaims any responsibility for actions taken based on this material. If you are seeking advice about a specific legal issue, you should contact an attorney licensed to practice in New York State.

Rural Law Center of New York, Inc.

## **TENANT TIPS**

### **BEFORE YOU SIGN THE LEASE:**

- Inspect the apartment. Make sure there are no major problems.
- Find out how much the heating bills have been.
- Know whether you are a month-to-month (no lease and/or no set term) or a tenant for the term set by the lease.
- If you have a lease, read it carefully and keep a copy.
- Confirm in writing any repairs promised by the landlord.
- Ask for a receipt when you pay the security deposit, and make sure the receipt says “security deposit.”

### **AFTER YOU MOVE IN:**

- Pay your rent on time.
- You have the right to a receipt when you pay your rent. If you pay in cash, always get a receipt, and keep it in a safe place.
- If you can't pay the rent on time, tell your landlord right away and try to come to an agreement.
- Keep your apartment in good order.
- If you have a lease, your landlord cannot raise the rent until the end of the lease.
- If you are a month-to-month tenant, your landlord must give you one full month's notice before he/she can raise your rent.

### **WHAT TO DO IF THERE IS A PROBLEM:**

- If there is a problem, tell your landlord immediately.
- If your landlord will not make needed repairs, ask your landlord to make the repairs by a certain date and put it in writing.

- If your landlord still will not make needed repairs, tell your landlord if repairs are not made, you will call the building inspector, make the repairs yourself and deduct the amount from your rent, or put your rent in an account until the repairs are made. Put it in writing and keep a copy of all of your letters.
- Before you pay for repairs, make sure to obtain several estimates.
- Talk to an attorney before taking these steps. You could be evicted for non-payment of rent if you do not pay your rent.

### **WHEN YOU CAN BE EVICTED:**

- Your landlord cannot evict by himself/herself. He/She must go to court.
- A landlord can evict you on two grounds:
  - you did not pay your rent; or
  - your tenancy has been terminated.
- A landlord can terminate your tenancy by giving you one month's full notice if you are a month-to-month tenant.
- A landlord can terminate your tenancy if you violate any terms of your lease.
- A landlord must give you a 3-day demand for rent before going to court against you on grounds of non-payment of rent.
- A landlord must give you notice that your tenancy has ended and state the reasons to go to court against you on that ground.
- Contact an attorney when you receive any notice from your landlord.

### **GOING TO COURT:**

- In an eviction case, you will first receive a notice of petition and petition telling you when to go to court and the grounds of the eviction.
- Contact an attorney immediately when you receive the documents. Your landlord must fill out the papers correctly in order to evict you.
- To stop a non-payment of rent eviction, give the landlord the money owed. If your landlord refuses to accept the money, bring the money to court.
- In court, you can raise defenses, such as:
  - I did not violate the lease and here is my proof;
  - I did not pay the rent because the apartment's condition posed a risk to my family's health and safety.
- If the judge issues an eviction warrant, you will receive at least 72 hours from the time you are served the warrant to remove your belongings.
- Only a sheriff can remove a tenant even after the warrant of eviction is issued.

## **MOVING OUT:**

- If you are a month-to-month tenant, you must give a full month's notice before moving out.
- If you do not give notice, you could lose your security deposit or be responsible for paying an extra month's rent.
- If you have a written lease and you want to leave early, you should ask your landlord. If your landlord does not agree to terminate the lease early, you should try to find someone to sublet. If you can't sublet and you leave, your landlord could sue you for the rent owed to the end of the lease (after it comes due).
- You are entitled to the return of your security deposit if there is no damage to your apartment beyond normal wear and tear.
- If your landlord refuses to return the security deposit, you may file a claim against him/her in Small Claims Court. (Be prepared to respond to landlord's cross-complaint of damage to the apartment.)