

# NEW YORK MONTH-TO-MONTH LEASE AGREEMENT

1. **THE PARTIES.** This New York Month-to-Month Lease Agreement (the "Agreement") made on \_\_\_\_\_ (mm/dd/yyyy) is between:

Landlord Name: \_\_\_\_\_ (the "Landlord")

Landlord Address: \_\_\_\_\_, AND

Tenant Name(s): \_\_\_\_\_ (the "Tenant")

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties."

HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **PROPERTY.** Landlord hereby leases the property located at: \_\_\_\_\_ to the Tenant (the "Premises").
3. **LEASE TERM.** This lease shall be considered a month-to-month lease. The Tenant shall be permitted to occupy the Premises on a month-to-month basis starting on \_\_\_\_\_ (mm/dd/yyyy) and ending upon a notice of \_\_\_\_\_ (#) days from either party, in accordance with New York law (the "Lease Term").
4. **RENT.** The rent to be paid by the Tenant to the Landlord throughout the Lease Term is to be made in monthly installments of \$ \_\_\_\_\_ (the "Rent"). The Rent shall be due on the \_\_\_\_\_ day of each month (the "Due Date"). The Rent shall be paid via the following instructions: \_\_\_\_\_.
5. **LATE FEE.** If Rent is not paid by the Due Date: (check one)
- ☐ - The Tenant will be charged a fee of \$ \_\_\_\_\_. Rent is considered late if it has not been paid within \_\_\_\_\_ (#) day(s) after the Due Date.
- ☐ - There shall be NO Late Fee if the Rent is late.
6. **SECURITY DEPOSIT.** As part of this Agreement: (check one)
- ☐ - The Landlord requires a payment of \$ \_\_\_\_\_ (the "Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within \_\_\_\_\_ (#) days after the end of the Lease Term, less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.
- ☐ - The Landlord does NOT require the Tenant to pay a Security Deposit as part of this Agreement.

**7. RETURNED CHECKS (NON-SUFFICIENT FUNDS).** If the Tenant pays the Rent with a check that bounces due to insufficient funds: (check one)

☐ - The Tenant will be required to pay a fee of \$\_\_\_\_\_ per incident.

☐ - The Tenant will NOT be required to pay a fee.

**8. OCCUPANTS.** The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

☐ - \_\_\_\_\_ (the "Occupant(s)").

☐ - There are NO Occupant(s) in addition to the Tenant.

**9. FURNISHINGS.** The Premises is: (check one)

☐ - Furnished (or will be furnished) with the following items:

\_\_\_\_\_.

☐ - NOT furnished.

**10. UTILITIES.** The Landlord shall pay for the following utilities and services to the Tenant, with any absent being the responsibility of the Tenant:

\_\_\_\_\_.

**11. PARKING.** The Tenant (check one):

☐ - Is allotted \_\_\_\_\_ (#) parking space(s):

☐ - Free of charge (included in the Rent)

☐ - At a cost of \$\_\_\_\_\_ to be paid (☐ Upon execution of this Agreement | ☐ Monthly)

☐ - Is NOT provided parking.

**12. PETS.** The Tenant is: (check one)

☐ - Permitted to have \_\_\_\_\_ (#) pet(s) on the Premises, ONLY consisting of (list pet types):

\_\_\_\_\_.

If permitted, the Landlord shall charge a refundable pet deposit of \$\_\_\_\_\_ to cover potential damage to the Premises caused by the Tenant's pet(s).

☐ - NOT permitted to have pets of any nature on the Premises.

**13. SMOKING POLICY.** Smoking on the Premises is: (check one)

☐ - Permitted ONLY in the following area(s): \_\_\_\_\_.

☐ - Prohibited on the Premises and all Common Areas.

- 14. NOTICES.** Any notice sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord Mailing Address: \_\_\_\_\_

Tenant Mailing Address: \_\_\_\_\_

- 15. INSPECTION OF PREMISES.** The Landlord and Landlord's agents shall have the right at all reasonable times during the Lease Term and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon by providing twenty-four (24) hours' notice to the Tenant. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

- 16. ATTORNEYS' FEES.** Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including reasonable attorneys' fees.

- 17. WAIVER.** No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

- 18. MAINTENANCE, REPAIR, & ALTERATIONS.** The Tenant will, at the Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the Lease Term and any renewal thereof. The Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by the Tenant's misuse, waste or neglect, or that of the Tenant's family, agents or visitors. The Tenant agrees that no painting or alterations will be performed on or about the Premises without the prior written consent of the Landlord. The Tenant shall promptly notify the Landlord of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or equipment. The Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

- 19. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

- 20. DEFAULT.** If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by

reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default continues for the time-period specified in the written notice thereafter, the Landlord may exercise any and all rights and remedies available to the Landlord by law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if:

- a. The Tenant does not pay the Rent or any other amounts as they are owed;
- b. The Tenant, their guests, or the Occupant(s) violate this Agreement, or fire, safety, health, and/or criminal laws, regardless of whether arrest or conviction occurs;
- c. The Tenant abandons the Premises;
- d. The Tenant gives incorrect or false information in the rental application;
- e. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under New York statute;
- f. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
- g. As otherwise allowed by law.

**21. ABANDONMENT.** Abandonment shall have occurred if, without notifying the Landlord, the Tenant is absent from the Premises for the State-mandated minimum time-period, or seven (7) days, whichever length of time is less. In the event of Abandonment, the Landlord will have the right to immediately terminate the Agreement and remove the Tenant's personal possessions.

**22. CONDITION OF PREMISES.** The Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated.

**23. POSSESSION & SURRENDER.** The Tenant shall be entitled to possession of the Premises on the 1<sup>st</sup> day of the Lease Term. Upon termination of the Agreement, the Tenant shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.

**24. INSURANCE.** The Landlord and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property located on the Premises. The Tenant understands that the Landlord will not provide any insurance coverage for the Tenant's property. The Landlord will not be responsible for any loss of the Tenant's property, whether by theft, fire, riots, strikes, acts of God, or otherwise. The Landlord encourages the Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

**25. ASSIGNMENT AND SUBLETTING.** The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.

**26. JOINT AND SEVERAL.** If the Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.

**27. HAZARDOUS MATERIALS.** The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

**28. RETALIATION.** The Landlord is prohibited from making any type of retaliatory acts against the Tenant including, but not limited to, restricting access to the Premises, decreasing or cancelling services or utilities, failing to repair appliances or fixtures, or any other type of act that could be considered unjustified.

**29. INDEMNIFICATION.** The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence.

**30. GOVERNING LAW.** This Agreement shall be governed by the laws of the state of New York.

**31. LEAD-BASED PAINT.** The Premises: (check one)

☐ - Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

☐ - Was NOT built prior to 1978.

**32. ADDITIONAL PROVISIONS.**

**33. FLOOD DISCLOSURE.** The Tenant is hereby informed of the flood history or current flood risk of the Premises, pursuant to Real Prop. Law § 231-b:

- ☐ - The Premises has experienced flood damage or is within a FEMA designated floodplain: (select all that apply)
- ☐ - The Premises is located in a FEMA-designated floodplain.
  - ☐ - The Premises is located in a special flood hazard area.
  - ☐ - The Premises is located in a moderate risk flood hazard area.
  - ☐ - The Premises has previously experienced flood damage due to a natural flood event.
- ☐ - The Premises is NOT located in a FEMA designated floodplain and has NOT experienced any flood damage due to a natural flood event.

**NOTICE:** Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

**34. ENTIRE AGREEMENT.** This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

**Landlord's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

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**Tenant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Tenant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

# SPRINKLER DISCLOSURE

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Premises. A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-1(5)).

**1. SPRINKLER SYSTEM.** The Premises: (check one)

- ☐ - Does NOT maintain an operative Sprinkler System.
- ☐ - Does maintain an operative Sprinkler System, which was last inspected on \_\_\_\_\_ (mm/dd/yyyy).

**2. TENANT'S ACKNOWLEDGMENT.**

- ☐ - Tenant acknowledges that it has read the above statements as to the Sprinkler System and that the information as to the existence or non-existence of a Sprinkler System is being provided to Tenant in accordance with New York State Real Property Law, Article 7, Section 231-a.

**Landlord's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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**Tenant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Tenant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_



New York City  
Department of Health  
and Mental Hygiene

# WINDOW GUARDS REQUIRED

## Lease Notice to Tenant

**You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.**

Your landlord is required by law to install window guards in your apartment:  
if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or  
remove window guards where required.

## CHECK ONE

- ☐ **CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT**
- ☐ **NO CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT**
- ☐ **I WANT WINDOW GUARDS EVEN THOUGH  
I HAVE NO CHILDREN 10 YEARS OF AGE  
OR YOUNGER**

\_\_\_\_\_  
Tenant (Print)

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Address

\_\_\_\_\_  
Apt No.

## RETURN THIS FORM TO:

\_\_\_\_\_  
Owner/Manager

\_\_\_\_\_  
Owner/Manager's Address

***For Further Information call 311 for  
Window Falls Prevention***



## RIDER

### NOTICE TO TENANT DISCLOSURE OF BEDBUG INFESTATION HISTORY

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): \_\_\_\_\_

Subject Premises: \_\_\_\_\_

Apt. #: \_\_\_\_\_

Date of vacancy lease: \_\_\_\_\_

#### BEDBUG INFESTATION HISTORY (Only boxes checked apply)

- ☐ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the \_\_\_\_\_ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the \_\_\_\_\_ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other: \_\_\_\_\_

Signature of Tenant(s): \_\_\_\_\_ Dated: \_\_\_\_\_

Signature of Owner/Agent: \_\_\_\_\_ Dated: \_\_\_\_\_

## RIDER

### **OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS**

®

1. The owner of the building located at \_\_\_\_\_ is required, under New York City Administrative Code section 27-2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the City of New York Department of Housing Preservation and Development has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.

2. The owner is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements. I, \_\_\_\_\_ (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27-2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## RIDER

### STOVE KNOB COVERS

#### **ANNUAL NOTICE FOR TENANTS IN MULTIPLE DWELLING UNITS WITH GAS-POWERED STOVES**

The owner of the building located at \_\_\_\_\_ is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. The owner must make the stove knob covers available within 30 days of this notice. Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

TENANT:

Please complete this form by checking the appropriate box, filling out the information requested, and signing.

Please return the form to the owner at the address provided by \_\_\_\_\_

Yes, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.

Yes, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.

No, I DO NOT want stove knob covers for my stove, even though I have a child under age six residing in my apartment.

No, I DO NOT want stove knob covers for my stove. There is no child under age six residing in my apartment. \_\_\_\_\_ (Tenant Signature) \_\_\_\_\_ (DATE)

Print Name, Address, and Apartment Number:

\_\_\_\_\_

Return this form to:

\_\_\_\_\_  
(Owner address)

## RIDER

### **BUILDING SMOKING POLICY**

Building/Property Address: \_\_\_\_\_

There is no safe amount of exposure to secondhand smoke. Adults exposed to secondhand smoke have higher risks of stroke, heart disease and lung cancer. Children exposed to secondhand smoke have higher risks of asthma attacks, respiratory illnesses, middle ear disease and sudden infant death syndrome (SIDS). For these reasons, and to help people make informed decisions on where to live, New York City requires residential building owners (referred to in this policy as the "Owner/Manager," which includes the owner of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

#### **Definitions**

- a. **Smoking:** inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke
- b. **Electronic Cigarette** (e-cigarette): a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale

#### **Smoke-Free Air Act**

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505.

#### **Policy on Smoking**

Smoking is not allowed in the locations checked below (check all boxes that apply). *Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products, and using e-cigarettes in indoor common areas.*

- ☐ Inside of residential units\*
- ☐ Outside of areas that are part of residential units, including balconies, patios and porches
- ☐ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☐ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☐ Other areas/exceptions:

- \_\_\_\_\_
- \* Rent-stabilized and rent-controlled units may be exempt from a policy restricting smoking inside residential units unless the existing tenant consents to the policy in writing.

# NEW YORK SECURITY DEPOSIT RECEIPT

Pursuant to § 7-103

This form is provided by the Landlord to the Tenant

**Name of Renter**

**Name and Address of Financial Institution Where Money is Being Held**

**To Be Completed by Landlord or Authorized Representative:**

I received \$\_\_\_\_\_ for the Security Deposit

*Amount Received*

on the Date of \_\_\_\_\_

**Signature (by hand) of Landlord or Authorized Representative**

Date Signed