



# LANDLORD & TENANT RESPONSIBILITIES

## KNOW YOUR RIGHTS

### BASIC LANDLORD RESPONSIBILITIES

1. **Occupancy:** No owner or other person may rent any dwelling unless it is clean, sanitary and fit for human occupancy. A landlord MUST allow tenants to have guests for SHORT periods of time.
2. **Public Shared Areas:** The owner of a dwelling containing two+ apartments must maintain the shared or public areas in a clean and sanitary condition. Every public area in a dwelling with two+ apartments must be adequately lit.
3. **Heat:** Every dwelling must have heating facilities which can safely and adequately heat the dwelling. Heating season requires heat be supplied from October 1 through May 31.
4. **Duty of Repair, General:** The landlord MUST provide a habitable apartment. This right is implied and cannot be waived. The landlord must fix any other unsafe or unsanitary condition, such as: falling plaster, bad or exposed wiring, broken door locks or windows, peeling paint or blocked plumbing. They must keep halls, stairways, attic, basement and yards of apartment houses free from insects, rodents, trash and uncleanness (RPL, section 235-b).
5. **Duty of Repair, Utilities:** the landlord must maintain the plumbing, wiring, hot water, heater, furnace, and radiators in working order, even if the landlord doesn't pay for hot water, gas, electricity, heat, etc. The landlord must tell you before you move in which of these services are included in the rent and which must be paid for by the tenant.
6. **Disconnection of Services:** No owner shall shut off or be the cause of a shut off of services (heat, gas, electricity, etc) from an occupied dwelling unless necessary for repairs and during temporary emergencies. (RPL, section 235-a).
7. **Crime Prevention:** Landlords are required to take minimal precautions to protect against reasonably foreseeable criminal harm. Entrances to the building should not be negligently maintained and keys to your apartment should not be given to unauthorized persons by the landlord, for example.
8. **Privacy:** Tenants have the right to privacy and quiet enjoyment in their apartments. A landlord, however, may enter a tenant's apartment with reasonable prior notice, and at a reasonable time, with the tenant's consent to provide routine/agreed upon repairs or services or in accordance with the lease.
9. **Disabilities:** Landlords are required to provide reasonable accommodations for tenants with disabilities so they may enjoy equal access. The accommodation, however, cannot impose extremely high costs on a landlord or cause harm to other tenants. Landlords must not refuse to permit reasonable structural modifications of existing premises at disabled tenant's expense if modifications are necessary to afford tenant full use of premises. The landlord may condition that the tenant agrees to restore the premises to their original condition upon moving out.
10. **Discrimination:** Landlords may not refuse to rent to/renew the lease of, or otherwise discriminate against any person or group of persons because of SOURCE OF INCOME (new), race, creed, color, national origin, sex, disability, age, marital status or family status. May not discriminate against households with children.
11. **Harassment:** A landlord is prohibited from any action intended to force a tenant out of an apartment or to compel a tenant to give up any rights granted to the tenant by law. Tenants may contact police if harassed by the landlord or party acting on the landlord's behalf.
12. **Lockouts:** Landlords are forbidden from locking tenants out of their apartments without bringing a court proceeding & obtaining a judgment of possession carried out by a sheriff or marshal (RPAPL, section 853)
13. **Attempt to Rerent:** Landlord must make reasonable attempt to mitigate damages if tenant breaks lease
14. **Receipts:** Landlords must provide a written receipt for rents paid (RPL, section 235-e)
15. **Transfer of Property:** Landlords must notify tenants of the name and address of new owner by certified mail. Deposits must be transferred within five days of property transfer. (NY GOL, section 7-105)

**\*\*SEE BACK\*\***

# LANDLORD & TENANT RESPONSIBILITIES

## KNOW YOUR RIGHTS

### BASIC TENANT RESPONSIBILITIES

1. **Cleanliness:** The tenant must keep the apartment and yard clean, sanitary and free of rodents and insects. Exterminations necessary for infestations caused by the tenant may be the tenant's responsibility.
2. **Garbage:** Tenants must throw away garbage and rubbish in a clean and sanitary manner
3. **Supplied Facilities:** Tenants must keep all supplied facilities (stove, refrigerator, etc.) in a clean and sanitary condition
4. **Repairs:** Tenants must tell the landlord if the heating, electrical, plumbing fixtures need repairs right away. Tenants must tell the landlord if any other fixtures need repairs timely as well. Any communication regarding repairs should be done in writing when possible, or done verbally should be followed up with a written notice.
5. **Damage:** Tenants are responsible for any misuse or damage to the premises beyond normal wear and tear. Upon vacating the apartment, tenants should leave the apartment in clean condition, removing all personal belongings and trash, and making any minor repairs needed.
6. **Entry by Landlord:** Tenants must allow the landlord to enter the home to make necessary repairs or to show it to possible new tenants if the tenant is moving. To enter, the landlord must give reasonable notice (24 hours prior, minimum) and come at a reasonable time (the landlord cannot enter your apartment without permission, except in real emergencies). If a time is inconvenient for the tenant for the landlord to gain access, the tenant should offer alternative times.
7. **Rent:** Tenants must pay the rent when the rent is due. The landlord may not demand rent or charge a late fee until 5 days after it is due. The late fee may not exceed \$50 or %5 of the rent, whichever is less.
8. **Overcrowding:** Tenants must limit occupancy in the apartment to the maximum permitted by law, local overcrowding standards set by code enforcement agencies, or by agreed upon lease provisions. Tenants do have rights to sharing their apartment.
9. **Leases:** Tenants must abide by enforceable lease clauses if there is a signed lease agreement between the parties. Tenants must cure any lease violations timely in accordance with the lease agreement.
10. **Disabilities:** Alterations made to the apartment for reasonable accommodation to afford a tenant with a disability equal use may be at the expense of the tenant. The tenant may be required by the landlord to return the apartment to its original state upon move-out. A landlord may request documentation from a health care professional attesting to the disability and describing functional limitations. The tenant may be required to provide this when requesting an accommodation.
11. **Smoke Detectors:** Tenants should test their smoke detectors frequently and inform landlord if the device is not functioning properly. Tenants may be asked to reimburse landlord up to \$10 for the cost of purchasing and installing smoke detectors, but during the first year of use the landlord must repair or replace any broken detector if its malfunction is not the tenants' fault.
12. **Locks:** Tenants must provide their landlord with a duplicate key to the apartment upon request. Any lease provision requiring a tenant to pay additional rent or other charges for the installation of an additional lock is void.
13. **Pets:** Tenants with a "no pets" clause in their lease may not keep pets in their apartments. Tenants may be required to pay a "pet deposit" to the landlord even when pets are allowed. Tenants who have a disability are permitted to have service animals and emotional assistance animals. Tenants should notify the landlord of their need for the animal, in writing when possible, with request for reasonable accommodation to a "no pets" clause (NY Civil Rights Law 47B).