



Guarantor/cosigner release request letter (NY)

[Your name] (tenant / guarantor)

[Rental address, unit]

[Email] · [Phone]

[Date]

[Landlord / property manager name]

[Landlord address]

Re: Release of guarantor [Guarantor's name] from lease guaranty for [rental address, unit]

Dear [Landlord name],

I am writing regarding the guaranty signed by [guarantor's name] in connection with the lease for the above apartment, originally dated [original lease date] and covering the term ending [original lease term end date].

Under New York General Obligations Law § 5-701(a)(2), that guaranty is a written promise to answer for another's debt, enforceable only according to its own written terms. Under General Obligations Law § 15-301, it cannot be extended or modified — including by extending it into a renewal or new lease term — without the guarantor's written, signed consent. [Guarantor's name] did not sign the current/renewal lease dated [renewal date, if applicable], and the following condition(s) for release have also been met:

1. [e.g., The original guaranteed lease term ended on (date) and the tenancy continued only under a new/renewal lease the guarantor never signed]
2. [e.g., Rent has been paid on time for the past (number) consecutive months, satisfying the release condition stated in the guaranty itself]
3. [Add any other condition specified in the guaranty, such as a defined "burn-off" period]

Please confirm in writing, within [e.g., 15] days of this letter, that [guarantor's name] is released from any further liability under the guaranty as of [date]. A short signed statement to that effect is all that's needed.

Thank you for your attention to this.

Sincerely,

[Your name]

[Guarantor's name, if co-signing this letter]