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Month-to-month rental agreement (NY)

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NEW YORK MONTH-TO-MONTH RENTAL AGREEMENT

This Month-to-Month Rental Agreement ("Agreement") is made on [DATE] between:

LANDLORD: [LANDLORD FULL NAME], with address at [LANDLORD MAILING ADDRESS] ("Landlord").

TENANT(S): [TENANT FULL NAME(S)] ("Tenant").

1. PREMISES

Landlord rents to Tenant the residential premises located at [UNIT/APT NUMBER], [PROPERTY STREET ADDRESS], [CITY], New York [ZIP CODE] (the "Premises"), for use as a private residence only.

2. TERM

This Agreement begins on [START DATE] and continues on a MONTH-TO-MONTH basis. Each rental period runs one calendar month. The tenancy renews automatically each month until terminated as provided in Section 6.

3. RENT

Tenant shall pay rent of \$[MONTHLY RENT AMOUNT] per month, due on the [DUE DAY, e.g., 1st] day of each month, payable to Landlord at [PAYMENT ADDRESS OR METHOD].

4. LATE FEE

If rent is not received within five (5) days after the due date, Tenant shall pay a late fee of \$[LATE FEE AMOUNT], not to exceed the lesser of \$50 or 5% of the monthly rent, as permitted by New York law.

5. SECURITY DEPOSIT

Tenant shall pay a security deposit of \$[SECURITY DEPOSIT AMOUNT], equal to one (1) month's rent (the maximum allowed under New York law). Landlord shall hold the deposit and return it, with an itemized statement of any deductions, within fourteen (14) days after Tenant vacates the Premises.

6. TERMINATION (WRITTEN NOTICE REQUIRED)

Either party may end this month-to-month tenancy by giving proper written notice. Under New York Real Property Law Section 226-c, the required notice depends on how long the Tenant has occupied the Premises:

(a) Less than one (1) year of occupancy: at least THIRTY (30) days' written notice;

(b) One (1) year but less than two (2) years, or a lease term of at least one year: at least SIXTY (60) days' written notice;

(c) Two (2) years or more of occupancy, or a lease term of two years or more: at least NINETY (90) days' written notice.

Landlord must also provide the same advance written notice before increasing the rent by 5% or more, or before

declining to renew the tenancy.

7. UTILITIES

Tenant is responsible for the following utilities and services: [LIST TENANT-PAID UTILITIES, e.g., electricity, gas, internet]. Landlord is responsible for: [LIST LANDLORD-PAID UTILITIES, e.g., water, heat, trash].

8. USE OF PREMISES

Tenant shall use the Premises lawfully and as a residence only. Tenant shall not disturb neighbors, engage in illegal activity, or exceed reasonable occupancy. [PET POLICY / SMOKING POLICY, if any].

9. REPAIRS AND MAINTENANCE

Landlord shall maintain the Premises in compliance with the New York warranty of habitability (Real Property Law Section 235-b) and keep all systems in good repair. Tenant shall keep the Premises clean, promptly report needed repairs to Landlord at [LANDLORD CONTACT], and pay for damage beyond normal wear and tear.

10. REQUIRED DISCLOSURES AND RIDERS

Required disclosures (lead paint, bedbug, window guard, sprinkler, flood, rent-stabilization rider where applicable) are attached and incorporated into this Agreement.

11. GOVERNING LAW

This Agreement is governed by the laws of the State of New York and, where applicable, the rules of the City of New York.

12. ENTIRE AGREEMENT

This document is the entire agreement between the parties and may be changed only in a writing signed by both parties.

SIGNATURES

LANDLORD: _____ DATE: _____
[LANDLORD FULL NAME]

TENANT: _____ DATE: _____
[TENANT FULL NAME]

TENANT: _____ DATE: _____
[TENANT FULL NAME, if any]