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Sublease agreement (NY)

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NEW YORK SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is made on [DATE] between:

SUBLESSOR (Original Tenant): [SUBLESSOR NAME]

SUBTENANT (Sublessee): [SUBTENANT NAME]

covering the premises located at:

[UNIT / APT NO.], [STREET ADDRESS], [CITY], New York [ZIP] (the "Premises").

1. MASTER LEASE

The Sublessor is the tenant under a lease dated [MASTER LEASE DATE] with [LANDLORD / OWNER NAME] (the "Landlord") for the Premises (the "Master Lease"). A copy of the Master Lease is attached and incorporated into this Sublease. The Subtenant acknowledges receiving and reviewing it.

2. LANDLORD CONSENT REQUIRED (RPL Section 226-b)

This Sublease is conditioned on the Landlord's written consent. Under New York Real Property Law Section 226-b, a tenant of a residential unit for a term of two years or more (and in many buildings of four or more units) has the right to sublet subject to the Landlord's consent, which shall not be unreasonably withheld. This Sublease takes effect only when the Landlord's written consent is obtained. If consent is refused, this Sublease is void and any sums paid by the Subtenant are refunded.

3. TERM

The sublease term begins on [START DATE] and ends on [END DATE]. This term may not extend beyond the expiration of the Master Lease. Upon the end date the Subtenant shall surrender the Premises in the same condition as received, ordinary wear and tear excepted.

4. RENT

The Subtenant shall pay the Sublessor rent of \$[MONTHLY RENT] per month, due on the [DAY] day of each month, payable to [SUBLESSOR NAME] by [PAYMENT METHOD]. For a unit subject to rent stabilization, the rent charged may not exceed the amount permitted by law (the legal regulated rent plus any allowance authorized for a furnished or temporary sublet).

5. SECURITY DEPOSIT

The Subtenant shall pay a security deposit of \$[DEPOSIT AMOUNT], which may not exceed one (1) month's rent under New York law (GOL Section 7-108). The deposit shall be held and returned in accordance with law within 14 days after the Subtenant surrenders the Premises, less lawful deductions with an itemized statement.

6. USE AND COMPLIANCE WITH MASTER LEASE

The Subtenant shall use the Premises only as a private residence and shall observe and perform every term, covenant, and obligation of the Master Lease as if the Subtenant were the tenant, including rules on occupancy, pets, alterations, noise, and payment of utilities as set out in the Master Lease. Any act or omission by the Subtenant that would be a default under the Master Lease is a default under this Sublease.

7. SUBLESSOR REMAINS LIABLE

This Sublease does not release the Sublessor from the Master Lease. The Sublessor remains fully liable to the Landlord for the rent and for all obligations under the Master Lease during the sublease term. The Subtenant acquires no rights against the Landlord beyond occupancy for the sublease term.

8. FURNISHINGS

The Premises are sublet [FURNISHED / UNFURNISHED]. A separate inventory of any furnishings is attached where applicable.

9. REQUIRED DISCLOSURES

Required disclosures (lead paint, bedbug, window guard, sprinkler, flood, and a rent-stabilization rider where applicable) are attached and delivered to the Subtenant.

10. ENTIRE AGREEMENT

This Sublease, together with the attached Master Lease and disclosures, is the entire agreement between the parties and may be changed only in a writing signed by both parties.

SIGNATURES

Sublessor: _____ Date: _____

Printed name: [SUBLESSOR NAME]

Subtenant: _____ Date: _____

Printed name: [SUBTENANT NAME]

LANDLORD CONSENT

The undersigned Landlord consents to this Sublease.

Landlord: _____ Date: _____

Printed name: [LANDLORD / OWNER NAME]

Template, not legal advice. You generally must request landlord consent to sublet (RPL §226-b); subletting without permission can violate your lease.