

RESIDENTIAL TENANCY AGREEMENT (New York)

THIS LEASE made effective as of the ____ day of _____, _____.

BETWEEN:

Landlord (or Agent): [NAME OF LANDLORD OR LANDLORD'S AGENT]
Address: [address of Landlord or Agent]

and

Tenant: [NAME(S) OF TENANT(S)]

IN CONSIDERATION OF Landlord leasing certain premises to Tenant, Tenant leasing those premises from Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

1. Address & Use of Premises

Landlord agrees to rent to Tenant the apartment municipally described as *[insert suite number and street address]*, (the "Premises") for use as residential premises only. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.

2. Term

The term of the Lease is a periodic tenancy commencing at 12:00 noon on *[insert commencement date]* and continuing on a month-to-month basis until Landlord or Tenant terminates the tenancy. Notwithstanding the foregoing, Tenant is entitled to possession of the Premises at 12:00 noon on *[insert date - this sentence can be added if the date of possession will be prior to the date the lease is signed]*.

3. Rent & Other Monthly Charges

The total rent due under this Lease is the sum of [TOTAL RENTAL DUE IN WORDS] DOLLARS (\$####.##) payable in ____ monthly installments of \$####.## per month to be made on the first day of each month. The total monthly rent installments and charges due under this Lease are as follows (all of which are collectively referred to as "rent payments"):

| | |
|--------------------------|---------------------------|
| Rent | \$###.## per month |
| Water & sewer | \$###.## per month |
| Trash Fees | \$###.## per month |
| Other: <i>[describe]</i> | \$###.## per month |
| TOTAL RENT: | \$###.## per month |

All rent payments are due on the first (1st) day of each calendar month during the Term of this Lease. All rent payments and other payments to be made hereunder shall be made by mail or personal delivery to Landlord at *[insert Landlord's address]*, or such other address as Landlord may from time to time designate in writing to Tenant. If rent payments are being sent by regular mail, Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the 1st day of the month. If any rent payment is hand delivered to Landlord, Tenant should request a receipt from Landlord as confirmation.

If all rent is not paid on or before the third (3rd) day of the calendar month, Tenant shall be charged a late fee of Ten Dollars (\$10.00) per day. In addition, Tenant agrees to pay an administrative charge of Twenty-Five Dollars (\$25.00) for each returned check. Non-payment of rent or habitual late payment of rent shall be deemed sufficient reason for eviction. Any balance carried forward from the previous month will also be subject to a late fee. All sums payable by Tenant to Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by Landlord as rental arrears.

Initials: _____