

Renter's Rights

in Central New York



This booklet gives you information about renter's rights in Central New York (Broome, Cayuga, Chenango, Cortland, Delaware, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego and Otsego counties).

If you live outside the Central New York area (for example, if you live in New York City) your rights may be different. Contact the legal aid office where you live for more information.

This booklet gives general information only. It does not give advice about your particular situation. If you need legal advice, contact your local legal aid office. Please check for the most updated version of this booklet, as the law changes from time to time.

WHAT IS A “LEASE”?

A "lease" is the agreement between you and your landlord. A lease can be verbal or in writing.

A “term” lease is for a certain period of time, like 6 months or 1 year. A term lease for 1 year or more must be in writing.

Leases can also be from month-to-month or week-to-week.

Even if your lease is not in writing, you and your landlord have responsibilities to each other under New York law. Your landlord must:

- give you receipts for your rent payments
- keep the apartment safe and healthy for people to live in
- give you reasonable notice before coming into your apartment (except in emergencies)

As a tenant, you must:

- pay your rent on time
- not damage the apartment beyond "normal wear and tear"
- let your landlord in, after reasonable notice, to make repairs
- respect other tenants in your building

You and your landlord may make other promises to each other. For example, you and your landlord will agree about when rent is due and who is responsible for paying the utility bills. You may also agree about other things, such as where you can park your car and if pets are allowed. It is best to get these promises in writing. Verbal promises can be hard to prove in court if there are problems later.

If you have a written lease, read it carefully before you sign. Ask for a copy.



WHAT IS A “SECURITY DEPOSIT”?

Some landlords ask for a security deposit before you move in, in case you damage the apartment.

Make sure you get a receipt for your security deposit. You have the right to get it back in full when you move, as long as you paid your rent and didn't damage the apartment.

If the landlord puts your security deposit in a bank account, the bank must be in New York State. NOTE: if there are 6 or more family units, the landlord must put your security deposit in a bank account in New York State.

The landlord must not mix the security deposit with any other types of money. Also, you have the right to know the name and address of the bank, and the amount deposited. The landlord can keep up to 1% of the interest, but the rest belongs to you. The landlord can pay the interest to you each year, hold it until you move, or put it towards your rent.

I PAID A SECURITY DEPOSIT, BUT THE LANDLORD WON'T LET ME MOVE IN.

A landlord must let you move in on the date you both agree on. If the landlord won't do this, you have the right to cancel the lease and ask for your deposit back. If the landlord won't give your money back, you can sue the landlord in small claims court. The court clerk will give you all the paperwork you need to fill out.



GETTING OFF ON THE RIGHT FOOT...

Before you move in, ask the landlord to walk through the apartment with you. If the landlord won't do this, ask a friend. Make a list of all repairs that are needed and take pictures. A video is even better. Ask the landlord, in writing, to make the repairs. Make sure to put a date on your letter and keep a copy.

DOES MY LANDLORD HAVE TO GIVE ME RENT RECEIPTS?

You have a right to rent receipts from the landlord with:

1. the date you paid;
2. the amount you paid;
3. the address of the apartment; and
4. the signature of the person who received your payment.

Remember: paying by check or money order is safer than paying by cash.



CAN THE LANDLORD CHARGE ME LATE FEES?

The landlord can't charge late fees unless it says so in your lease.

If you have a written lease that says you must pay late fees, you should pay them. If you do not have a written lease, or if the lease says nothing about late fees, you do not have to pay them. Write to the landlord, explaining why you are not paying. Keep a copy for your records.

Your landlord can't evict you for not paying late fees, unless your lease says that late fees are part of the rent. However, your landlord may still try. Call your local legal aid office if this happens.



CAN THE LANDLORD EVICT ME WITHOUT A COURT ORDER?

NO!!!! It is illegal for your landlord to lock you out, put your belongings on the curb, or shut off your utilities to make you move. If your landlord does any of these things, call the police and then call us right away.

You can't be evicted until the landlord takes you to court and gets an order signed by a judge. Even then, only a sheriff, marshal or constable can make you move.



I DIDN'T PAY MY RENT. CAN THE LANDLORD EVICT ME?

If you don't pay your rent, the landlord can serve you with a 3-day eviction notice (unless you have a written lease that provides a longer time). If you don't pay the back rent in full within the 3 days, the landlord can take you to court. If the judge decides to evict you, you usually only get 3 days to move.

Instead of giving you a 3-day notice, the landlord can verbally demand that you pay the rent (unless you have a written lease that says otherwise). Again, if you don't pay the back rent in full, the landlord can take you to court. If the judge decides to evict you, you usually only get 3 days to move.

If you want to stay in the apartment, call your county Department of Social Services right away for help with the back rent. There may also be community agencies in your area that help with back rent. You should start looking for a new apartment, in case you can't get the money to pay the back rent.

If you want to move, start looking for a new apartment right away. Remember, if you owe back rent, the landlord may try to take you to small claims court later on.

**I AM A MONTH-TO-MONTH TENANT.
CAN THE LANDLORD GIVE ME A 30-DAY NOTICE?**

If you are a month-to-month tenant, the landlord can give you one full month's eviction notice. This notice can be verbal, or in writing. The landlord does not need to have a reason.

The landlord must give you one full month's notice, before the date your rent is usually due. Your move-out date must also be the last day of the next rental period. For example, if your rent is due on the 1st of each month, the landlord must tell you by June 30 that you have to move out by July 31.

If you don't move out by the date stated in the notice, the landlord can take you to court. If the judge decides to evict you, you will usually only get 3 days to move.

**I HAVE A TERM LEASE. CAN THE LANDLORD
EVICT ME IN THE MIDDLE OF THE LEASE?**

If you have a 6 month lease or a 1 year lease, the landlord can't evict you until the lease is over, unless your lease says otherwise.

**I'M BEING EVICTED BECAUSE THE LANDLORD
SOLD THE PROPERTY TO A NEW OWNER.**

The landlord cannot cut off your rights by selling the property to someone else. If you have a term lease, the new landlord can't evict you until the term is over (unless the lease says otherwise). If you are a month-to-month tenant, the new owner must serve you with a proper one-month eviction notice. The new owner must also take you to eviction court.

If you decide to move out because of the change in landlords, make sure to follow the move-out instructions on page 12.

**I'M BEING EVICTED BECAUSE THE LANDLORD
DIDN'T PAY PROPERTY TAXES.**

If the landlord doesn't pay property taxes, the property will go into foreclosure. If foreclosure proceedings are just starting, you should have at least a few months to move, but start looking for a new place right away just in case. Until the landlord actually loses the property to foreclosure, you and the landlord have the same responsibilities to each other as always. For example, the landlord must make needed repairs. You must keep paying the rent, or you can be evicted for non-payment. When you move, make sure you follow the instructions on page 12 about how to end your lease properly.

After a tax sale is complete, the new owner can serve you with a 10-day eviction notice. Once the 10 days are up, the new owner must take you to court before you can be evicted.

I'M BEING EVICTED BECAUSE THE LANDLORD DIDN'T PAY THE MORTGAGE.

In New York State, mortgage foreclosures must go through court. The mortgage company starts a foreclosure by filing papers in the supreme court or county court.

As a tenant, you might get served with a copy of the court papers. The court process usually takes 6 to 12 months, if not longer, so don't panic. Consult a lawyer right away about whether you should respond to the court papers. Doing this will not stop the foreclosure. However, at least it will entitle you to be notified of what is going on in the court case, at each step of the process. If the court papers are delivered to you in person, you only have 20 days to respond. Otherwise, you have 30 days. Your response (called an "Answer") must be in writing. You must mail a copy to the mortgage company's lawyer, and file the original with the county clerk. If you have already missed the deadline, call the mortgage company's lawyer and ask for an extension.

Until the landlord actually loses the property to foreclosure, you and the landlord have the same responsibilities to each other as always. For example, the landlord must make needed repairs. You must keep paying the rent, or you can be evicted for non-payment.

Sometimes, the court will order a third party (called a "receiver") to collect rent for the landlord. Before paying rent to anyone other than your landlord, demand written proof that this person has the legal right to collect the rent. If you are not sure, talk to a lawyer.

At the last step of the court foreclosure process, the judge will order the property to be sold at a public auction. In some cases, the landlord might deed the property over to the mortgage company before this happens, or sell it to a new owner with their permission. Most likely, the new owner will want to evict you from the property.

By law, tenants being evicted because of a mortgage foreclosure have the right to at least 90 days' written notice from the new owner. If you have a term lease with more than 90 days left, you have the right to stay until your lease is up, unless the new owner plans to move into your unit as a primary residence. Even in that case, you still have the right to at least 90 days' written notice. If you are on Section 8, the new owner must accept payments from the Section 8 program until these time periods are up. You must pay rent to the new owner, or you can be evicted sooner for non-payment.

These special legal protections for tenants do not apply to you if you are the homeowner.

You also have the right to a court hearing before you can be evicted. If you get court papers, call your local legal aid office right away. We may be able to represent you at your hearing. At the hearing, the judge may give you more time to move, especially if you are disabled or if you have children. Sometimes, the new owner may even agree to keep you as a tenant, or at least give you some extra time to move.

During the foreclosure process, start looking for a new apartment and packing your things, so you'll be ready when it's time to move.

MY LANDLORD WON'T MAKE REPAIRS. WHAT CAN I DO?

You have the right to a safe, healthy apartment. If your landlord won't make repairs, take these steps:

1. Write to the landlord. In your letter, ask the landlord to make the repairs. At the end of this booklet, there is a form letter you can use. If at all possible, send the letter by certified mail, return receipt requested. Keep a copy for your records.
2. If the landlord does not start making the repairs, call your local code enforcement office. However, if you have health or safety concerns, don't wait—call codes right away.
3. If the codes report says there are problems in the apartment, you can start withholding part of your rent. One-half of the rent is usually a good amount. If you have to leave the apartment because the problems are so bad, you can withhold 100% of the rent.
4. **DO NOT SPEND THE MONEY!!!** Most likely, the landlord will take you to eviction court. Bring the money to your hearing. At your hearing, the judge will decide how much rent you owe. If the judge decides you owe the full amount, you must be ready to pay it (plus court costs) or you will probably be evicted.



CAN I MAKE THE REPAIRS MYSELF?

In some cases, you can make the repairs yourself, and subtract the cost from your rent. If you decide to do this, follow these steps:

- Write to the landlord, telling the landlord you will make the repairs yourself if they are not done within a certain time period.
- Get three estimates for what the repairs will cost. Use the most reasonable one. Have a professional contractor do the work.
- Subtract the cost of the repairs from the rent. The landlord may take you to eviction court. Be ready to pay full rent plus court costs in court, in case the judge decides it was not correct to withhold the rent.

GETTING THE “LEAD” OUT...

Most houses in upstate New York have lead paint. If your home was built before 1978, it probably has lead paint on the walls.

Children can get lead in their bodies by breathing lead dust, eating paint chips or playing outside in the dirt. Windowsills are the worst places for lead dust.

Children under age 6 and unborn babies with high levels of lead in their blood can develop serious health problems, including learning and behavior problems. Unfortunately, these problems are usually permanent. To protect your child, ask your doctor to do a blood lead test every year. If your doctor won't do this, go to your county health clinic for a free test. If there is chipping or peeling paint in your apartment, get your child tested right away!

DO NOT TRY TO SCRAPE OR SAND THE PAINT. This sends lead dust into the air, making the problem much worse. Only a contractor certified by the EPA can do the work safely. For help, contact the county health department and move your children to a safe place.

To learn more, read the EPA's guide at:
www.epa.gov/lead/protect-your-family-exposures-lead



CAN MY LANDLORD RAISE THE RENT?

If you are a month-to-month tenant, your landlord can't raise your rent unless you agree. However, if you don't agree, the landlord can give you a one-month eviction notice.

If you have a term lease, your landlord can raise your rent once the lease is up (unless your lease says otherwise). If you don't agree to the increase, the landlord can give you a one-month eviction notice (unless your lease says otherwise).



CAN MY LANDLORD CHANGE THE RULES?

If you are a month-to-month tenant, your landlord can't change the terms of your lease (or add new terms or rules) unless you agree. For example, your landlord can't suddenly make a "no pets" rule, if you did not agree to that. However, if you don't agree, the landlord can give you a one-month eviction notice.

If you have a term lease, your landlord can't change any of the terms of your lease, or add new terms, until the lease is up (unless your lease says otherwise). When the lease is up, the landlord still can't change your lease terms unless you agree. However, if you don't agree, the landlord can give you a one month eviction notice at that time (unless your lease says otherwise).

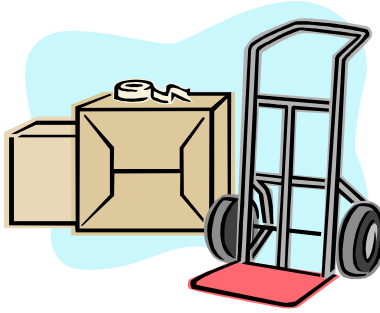


I HAVE A MONTH-TO-MONTH LEASE, AND I WANT TO MOVE OUT. WHAT KIND OF NOTICE SHOULD I GIVE MY LANDLORD?

If you have a month-to-month lease, you can give your landlord a notice if you want to move. If at all possible, send the notice by certified mail, return receipt requested. Keep a copy for your records.

You must give your landlord one full month's notice, before the date your rent is usually due. Your move-out date must also be the last day of the next rental period. For example, if your rent is due on the 1st of each month, you must tell the landlord by June 30 that you plan to move out by July 31.

Before you send the notice, be sure you can find a place to live! If you stay longer than the date you put in your notice, the landlord can charge double rent.



I HAVE A TERM LEASE, AND I WANT TO MOVE OUT. WHAT CAN I DO?

If you have a lease for 6 months or for 1 year, check the lease carefully to see if there is any way to move out early. For example, some written leases say that either the landlord or tenant can end the lease by serving each other with a 30-day notice. If so, follow any instructions in the lease very carefully.

In most cases, however, the lease says nothing about moving out early. This means you will “break” your lease if you move out before it is over. The landlord could sue for rent for all the months left to go on your lease!

Here are some ways to end the lease without owing the landlord anything:

1. Get the landlord to sign a form, agreeing to let you out of the lease. This form is called a “Mutual Rescission.” There is a copy at the end of this booklet. You and the landlord must both sign the form. Make sure you keep a copy.
2. You can also find another tenant to take over the lease for you. However, in most cases, the landlord must approve the new tenant first in writing. If you find a tenant who wants to take over your lease, get help from a lawyer. Do not try to handle it on your own. The procedures are very complicated, and you will need a lawyer’s help.

3. If you are 62 (or you will turn 62 during the lease term), you may have the right to end your lease early if you need to move in with family, a nursing home, or other senior housing. Call your local legal aid office for more information. If you change your mind, you may be able to reinstate your lease, but you must act quickly. Call your local legal aid office right away, because once you sign a contract to move into a nursing home or other facility, you only have until midnight on the 3rd day to cancel in writing. After canceling your lease, you only have until midnight on the 5th day to reinstate it in writing.

MY LANDLORD IS COMING INTO MY APARTMENT WITHOUT MY PERMISSION.

The landlord has a right to enter the apartment, especially if you asked for repairs, but only at reasonable times with reasonable notice (except in emergencies). The landlord's "notice" to you does not need to be in writing. Talk with your landlord about setting up times that work for both of you. If the landlord still keeps coming in illegally, you can call the police and make a harassment complaint.



MY LANDLORD IS HARASSING ME. WHAT CAN I DO?

Your landlord does not have the right to harass or intimidate you. You should start keeping a diary of dates and times when the landlord bothers you. Write down what the landlord said and did. Also, ask any witnesses to write down what they saw and heard. If you wish, you can call the police and make a harassment complaint.

THE NEIGHBORS ARE BOTHERING ME. WHAT CAN I DO?

Your landlord has a responsibility to deal with other tenants in the building who are disturbing the peace. Talk to the landlord about the problems with the neighbors. If this doesn't work, write to the landlord. Keep a copy for your records. If the landlord won't do anything, you can call the police and make a complaint against the neighbors.

MOVING OUT 101

When you move out, make sure you clean the apartment very well and give the keys back. Take pictures or a video in case the landlord tries to say you damaged the apartment. You should also ask someone (not a family member) to walk through the apartment with you before you leave, in case you need a witness later on.



I MOVED OUT, BUT THE LANDLORD WON'T GIVE MY BELONGINGS BACK.

The landlord has no right to keep your belongings, even if you owe rent. If the landlord won't return them, take these steps:

1. Call the landlord to set up a time to get your belongings. You can also write to the landlord. Keep a copy for your records.
2. If the landlord doesn't respond, or refuses to give your belongings back, you can sue the landlord for the value of your belongings in small claims court. To do this, go to small claims court. The court clerk will give you all the paperwork you need to fill out.

If you owe back rent to the landlord, or if you don't have pictures and witnesses to prove you left the apartment in good condition, it is risky to go to small claims court. The landlord may sue you for back rent or damages to the apartment. If you lose, the judge might decide that you owe the landlord money! You may be better off calling your local mediation program instead.

Important: the landlord can legally throw your belongings away after a reasonable time if you do not try to pick them up. Please take action immediately!

I MOVED OUT, BUT MY LANDLORD WON'T GIVE MY SECURITY DEPOSIT BACK.

Write to the landlord, asking for your security deposit back. Keep a copy for your records.

NOTE: in the City of Syracuse, the landlord has 21 days to give your security deposit back, plus a written list of any deductions for damages or back rent.

If the landlord doesn't respond, or refuses to give your security deposit back, you can file a complaint in small claims court. The court clerk will give you all the paperwork you need to fill out.

If you owe back rent to the landlord, or if you don't have pictures and witnesses to prove you left the apartment in good condition, it is risky to go to small claims court. The landlord may sue you for back rent or damages to the apartment. If you lose, the judge might decide that you owe the landlord money! You may be better off calling your local mediation program instead.



GOING TO EVICTION COURT...

If you get court papers, please call us or stop by one of our offices right away. We may be able to represent you at your eviction hearing. Please do not wait until after your hearing to call us! In many cases, if the judge has already decided to evict you, there is nothing we can do to help. If legal aid can't help, try calling the Lawyer Referral Hotline at 1-800-342-3661.

If you go to court on your own, be prepared! Make a list of what you want to say, in case you get nervous. If the papers weren't served right, or if there are other problems with the court papers, let the judge know about these problems first. If any notices or court papers were not prepared, served and filed correctly, the judge may dismiss the case and make the landlord start all over again.

If this doesn't work, you have the right to ask for a trial. At the trial, you must prove your case to the judge. Bring witnesses, photos and important documents. In most cases, you can't just show the judge a statement signed by the witness. The witness must come to court. If you are not sure if a witness will show up, ask the court clerk for a subpoena well before the trial date.

IMPORTANT: if you are being evicted for not paying rent, try your best to bring the full rent, plus court costs, to any hearings and to the trial. By law, the judge should not evict you if you offer this money in court. Ask for something in writing from the judge and the landlord stating you will not be evicted.

If all else fails, ask the judge for more time to move, or try to work out an agreement with the landlord in court. Be sure to let the judge know if you are disabled, or if you have small children. In some cases, the judge may consider this.



GOING TO SMALL CLAIMS COURT...

At your small claims hearing, you must prove your case to the judge. Bring witnesses, photos and important documents. In most cases, you can't just show the judge a statement signed by the witness. The witness must come to court. If you are not sure if a witness will show up, ask the court clerk for a subpoena well before the hearing date.

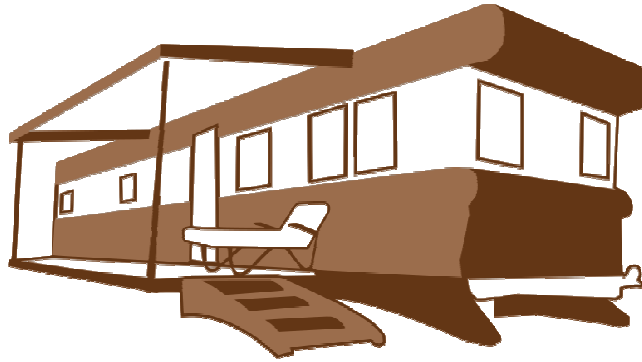
For more information about small claims court, click on this link:
www.nycourts.gov/courthelp/pdfs/smallclaimshandbook.pdf

SUBSIDIZED HOUSING

If you live in government subsidized housing, the law gives you more rights than an ordinary tenant. You can only be evicted if you break the rules or don't pay your rent. In most cases, you have the right to an informal hearing before you are taken to court. Call your local legal aid office right away if you get an eviction notice.

If you have a private landlord, but use a Section 8 voucher to pay part of your rent, your landlord can't evict you in the first year of a one-year lease unless you break the rules or don't pay your rent. You also have a right to a hearing before the housing authority can take your voucher away. Call your local legal aid office right away if you get an eviction notice, or a notice that your voucher is being terminated.





MOBILE HOME PARKS

If you live in a mobile home park with 3 or more mobile homes, the law gives you more rights than an ordinary tenant. This is true even if you rent both the mobile home and the lot. Here are some examples:

- Before you move in (and every year after that), if you own your mobile home, the park owner must offer you a lease for at least 1 year as long as you are in “good standing.” “Good standing” means you are not more than one month behind in rent, and you are not violating any laws, lease terms, rules or regulations. If you don’t have a lease, the park owner must offer a lease on or before October 1. If you already have a lease, the park owner must offer a lease at least 90 days before your current lease ends. The offer must include a copy of the proposed lease. The lease must be consistent with park rules and regulations.

If you are not in “good standing” the park owner must let you know the reasons, in writing, at least 30 days before the date you are supposed to be offered a new lease. Then, you have up until the fifth day before the date you were supposed to be offered a new lease to fix any violations and get back in “good standing.”

IMPORTANT: if you do not have a term lease, the park owner can give you one full month’s notice, just like any other month-to-month tenant, without stating a reason. Therefore, having a 1-year lease is important to protect yourself from being evicted. If you don’t sign and return the lease to the park owner within 30 days, you will have no right to a new lease for the next 12 months. Also, if you owe more than one month’s rent at the time the new lease starts, the new lease will not go into effect.

- If you are behind on rent, the park owner must give you a 30-day eviction notice instead of a 3-day eviction notice.
- Before the park owner can evict you for violating the lease, or the rules and regulations, you have the right to a 10-day notice giving you a chance to fix the problem. If you don’t fix the problem within the 10 days, or if you have a lot of other violations in the past, the park owner can give you a 30-day eviction notice.

- If the park owner decides to change the use of the park, you have the right to a notice giving you at least 6 months, or until the end of your lease term, to move (whichever is longer). Contact the New York State Division of Housing and Community Renewal (DHCR) mobile home park hotline at 1-800-432-4210. In some cases, they can help the tenants buy the park from the owner.
- When you go to court, you get 90 days to move if judge decides to evict you (only 30 days if you are evicted for not paying rent, or if you are a threat to the health or safety of other park residents). If you rent both the mobile home and the lot, you usually get only 3 days to move.
- The park owner can't make new rules, or change the rules, without giving at least 30 days' written notice to all tenants. The notice must state when the new rules will go into effect. The rules must be reasonable, and they must be applied the same to all tenants. They must also be posted in the park, in a place where all tenants will see them.
- The park owner must disclose all fees, including rent, utilities and charges for facilities or services before you move in. To increase rent, fees or other charges, the park owner must give at least 90 days' advance written notice to all tenants. The park owner may only charge for rent, utilities, facilities or services actually provided to you.
- The park owner can't charge late fees unless your lease or the park rules state that late fees are allowed. You have an automatic 10-day grace period to pay your rent. You can't be charged a late fee if you pay your rent in full within the grace period. Late fees can't be more than 5% of your monthly rent. The park owner can't evict you for not paying late fees, unless the lease says that late fees count as rent.
- The park owner must have a person within the park, or close by, to respond to emergency problems in the park. The park owner must post the name, address and phone number of this person in the park, in a place where all the tenants will see it. The park owner must also give this information to you in writing. If the park owner shuts off any services to make repairs, you have the right to reasonable notice.

Call your local legal aid office right away if you get an eviction notice! We may be able to represent you in court. If you get evicted, and you own your mobile home, it will be very hard to find a place to move it to.

As a mobile home park tenant, the law protects you from many other kinds of unfair treatment by the park owner. To learn more, contact the New York State Attorney General's office at 1-800-771-7755, or visit online at www.oag.state.ny.us. Ask for a free booklet about your rights. You can also call the DHCR mobile home park hotline at 1-800-432-4210.

RETALIATION

In most cases, it is illegal for your landlord to evict you because you:

- ask for repairs
- make a complaint to the codes department or other government agency
- join a tenant union
- otherwise stand up for your rights under your lease

Retaliation can be hard to prove. However, tell your lawyer and the judge if you think the landlord is retaliating against you.

IMPORTANT: you can't stop paying rent just because the landlord is retaliating against you. Failing to pay the rent may hurt your case in court.

CAN A LANDLORD DISCRIMINATE AGAINST ME?

In most cases, it is illegal for your landlord to discriminate based on:

- race or color
- religion
- national origin
- sex
- family status (having children under 18, or a pregnant woman, in the household)
- disability
- age (18 or over)
- marital status
- military status
- sexual orientation

Illegal discrimination can include refusing to rent, lying about whether housing is available, different terms and conditions, discriminatory advertising, giving you an eviction notice, harassment and retaliation.

If you feel a landlord is discriminating against you, contact CNY Fair Housing at (315) 471-0420 for possible investigation of your discrimination claim. You also have 1 year to file a complaint with the New York State Human Rights Division. You can call (607) 721-8467 (Binghamton) or (315) 428-4633 (Syracuse).



DOES THE LANDLORD HAVE TO ACCOMMODATE MY DISABILITY?

You have the right to ask your landlord for a reasonable accommodation of your disability. One example is asking to have a service animal or therapeutic pet because of a disability. At the end of this booklet, there is a form you can use to request an accommodation. You should also get a doctor's note and enclose it with your letter. Keep copies for your records.

If your landlord refuses the accommodation, contact CNY Fair Housing at (315) 471-0420 for possible investigation of your discrimination claim. You also have 1 year to file a complaint with the New York State Human Rights Division. You can call (607) 721-8467 (Binghamton) or (315) 428-4633 (Syracuse).



I AM DISABLED, AND MY LANDLORD WON'T LET ME PUT IN A RAMP OR OTHER MODIFICATIONS I NEED.

You have the right to ask your landlord if you can modify the apartment at your own expense. At the end of this booklet, there is a form letter you can use. You should also get a doctor's note and enclose it with your letter. Keep copies for your records. The landlord can ask that when you move out, you put things back the way they were.

Also, government subsidized housing, as well as some types of multi-family private housing, must meet certain accessibility standards.

If you feel you are being discriminated against, contact CNY Fair Housing at (315) 471-0420 for possible investigation of your discrimination claim. You also have 1 year to file a complaint with the New York State Human Rights Division. You can call (607) 721-8467 (Binghamton) or (315) 428-4633 (Syracuse).



The Legal Aid Society of Mid-New York, Inc.
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Binghamton, NY 13901
Tel: (607) 231-5900
Fax: (607) 724-7211

111 Port Watson Street
Cortland, NY 13045
Tel: (607) 428-8400
Fax: (607) 753-7257

P.O. Box 887
Oneonta, NY 13820
Tel: (607) 433-2220
Fax: (607) 433-1433

108 West Bridge Street
Oswego, NY 13126
Tel: (315) 532-6900
Fax: (315) 342-1891

221 S. Warren Street
Suite 310
Syracuse, NY 13202
Tel: (315) 703-6600
Fax: (315) 671-0062

215 Washington Street
Suite 202
Watertown, NY 13601
Tel: (315) 955-6700
Fax: (315) 785-9118

Farmworker Law Project
52 South Manheim Blvd.
New Paltz, NY 12561
Tel: (845) 256-9096
Toll Free: (800) 804-8575
Fax: (845) 256-0494



Funded in Part by
the Legal Services Corporation



FORMS

REQUEST FOR REPAIRS

Date: _____

From: _____

Tenant's Name

Tenant's Address

To: _____

Landlord's Name

Landlord's Address

Dear Landlord:

I have been trying to get you to make repairs to my apartment, without success. I have the following repair problems in my apartment:

Please make these repairs to my apartment. If you do not start work on the repairs within 7 days, I will contact the Code Enforcement office and start withholding rent until the repairs are complete.

Yours Truly,

Tenant's Signature

AGREEMENT FOR MUTUAL RESCISSION OF LEASE

This Agreement is made between: _____ and _____
(Landlord's Name) (Tenant's Name)

concerning the rental property at:

(rental property address)

By mutual agreement, the Landlord and the Tenant do not wish to continue the tenancy, and wish to rescind the Lease Tenant signed on:

(date Tenant signed lease)

LANDLORD AND TENANT AGREE AS FOLLOWS:

1. Tenant will vacate the rental property on or before: _____.
(date of move-out)
2. Landlord agrees that all rents and other charges arising as a result of the occupancy of the rental property by Tenant have been fully satisfied. Landlord will refund rent paid for any days after the move-out date.
3. Within thirty (30) days after Tenant moves out, Landlord will refund Tenant's security deposit in full, or provide Tenant with a list of deductions for damages, if any, caused by Tenant. Landlord will not withhold any part of the security deposit for normal wear and tear. Tenant will remain responsible for any damages Tenant caused beyond normal wear and tear.

SIGNED:

LANDLORD

DATE

TENANT

DATE

REQUEST FOR REASONABLE ACCOMMODATION

Date: _____

From: _____
Tenant's Name

Tenant's Address

To: _____
Landlord's Name

Landlord's Address

Dear Landlord:

I am writing to request a reasonable accommodation of my disability. I am making this request under the federal Fair Housing Act, the New York State Human Rights Law and the ADA. These laws require you to make reasonable accommodations in rules, policies, practices or services for tenants with disabilities, when such accommodations may be necessary to provide a tenant with equal opportunity to use and enjoy housing. I have a disability as defined by these laws.

I need the following accommodation (please describe the accommodation and why it is needed):

Please respond to my request within seven (7) days.

Yours Truly,

Tenant's Signature

REQUEST TO MAKE ACCESSIBILITY MODIFICATIONS

Date: _____

From: _____
Tenant's Name

Tenant's Address

To: _____
Landlord's Name

Landlord's Address

Dear Landlord:

I am writing to request that you allow me to make modifications to my apartment, so that it will be accessible to me. I am making this request under the federal Fair Housing Act, the New York State Human Rights Law and the ADA. These laws require you to allow tenants with disabilities to make reasonable modifications at their own expense. I have a disability as defined by these laws.

I am asking for permission to make the following modifications (please describe the modifications and why they are needed):

Please respond to my request within seven (7) days.

Yours Truly,

Tenant's Signature