

Does My Landlord Have to Renew My Lease?

By Rose Landau, staff attorney at the Legal Aid Society of Northeastern New York

Mr. Smith lives in a rented apartment. All his belongings are there, and the apartment is decorated exactly how he likes it. The rent is affordable, which is important because Mr. Smith is retired and lives on a fixed income. The apartment is convenient to his favorite grocery store, his pharmacy, and, most importantly given his declining health, his doctors' offices. Mr. Smith has made friends with his neighbors and has settled into a comfortable routine where he lives. He is happy where he is and knows that moving can be expensive and exhausting, especially for an older person like him.

Then suddenly one day, Mr. Smith gets a notice from his landlord. It says that the lease is going to expire, and the landlord will not be renewing it. The landlord says that Mr. Smith has to pack up and leave. Mr. Smith is baffled because he has always paid his rent on time, he is quiet and keeps his apartment clean, and he has never had a conflict with his landlord or any other tenants in his building. Is the landlord allowed to do this? Does Mr. Smith really have to leave? The answer is: it depends.

Generally, there is no legal obligation in New York for a landlord to renew a lease. However, there are a few situations where this is not true. If you live in government financed housing (local examples include Cynthia Meadows, Earl Towers, Stichman Towers, and Cronin High Rise) or if you rent from a private landlord but receive Section 8 Housing Assistance Payments, you generally do have a right to a one- or two-year lease renewal under the same terms and conditions of the previous lease. This means, for example, if your previous lease allowed you to have a pet, the renewal lease must also allow the pet.

If you are a tenant in government financed housing or a recipient of Section 8 Housing Assistance Payments, your landlord must sign and date a renewal notice and send it to you via certified mail. You must then sign the new lease and return it to your landlord via certified mail. If you fail to do that within sixty days, your landlord may refuse to renew the lease. If your landlord or a member of your landlord's immediate family needs your apartment for their own personal use and primary residence, or if your landlord wishes to take property off the rental market (for example if they want to demolish the building) then they do not have to renew your lease, even if you receive Section 8 Housing Assistance Payments.

It is illegal for your landlord not to renew your lease for a discriminatory reason, i.e., because of your race, creed, color, national origin, sex, disability, age, AIDS or HIV status, alcoholism, or marital/familial status. It is also illegal for your landlord to not renew your lease because you receive any particular kind of lawful income such as Social Security or any other public benefit. If you believe that your landlord is discriminating against you for one of these reasons, you should contact the Department of Housing and Urban Development (HUD) at 1 (800) 225-5342.

It is illegal for your landlord to not renew a lease as retaliation because you participated in a tenant organization. A tenant organization is similar to a labor union but for tenants instead of employees. It might be an organization of tenants in a certain building, or it could be city or county wide. Tenant organizations keep their member informed of their rights and adopt a "strength in numbers"

approach when addressing things like repairs and rent increases. Landlords may not be happy about tenant organizations, but they cannot punish those who participate, including by refusing to renew their leases.

Similarly, it is illegal for your landlord not to renew your lease as retaliation because you made a good faith complaint to your landlord or a government agency about things like violations of health and safety laws, non-repairs, lease violations, or rent gauging. If you made a good faith complaint within a year of your landlord refusing to renew your lease, there is a presumption of retaliation, and your landlord would have to prove that the non-renewal is for some other reason.

Even if your landlord is not required to renew your lease, they must provide you with adequate written notice that your lease is not being renewed. If you've lived in your apartment for less than a year, your landlord must provide you with 30 days advance notice. If you've lived in your apartment for more than a year but less than two years, your landlord must provide you with 60 days advance notice. If you've lived there for two years or more, your landlord must provide you with 90 days advance notice.

So if you are paying market rate rent, you do not think your landlord is discriminating or retaliating against you, and you were given adequate notice that your lease would not be renewed, you should start looking for a new place to live. If you need help with this, you can call NY Connects at (518) 746-2420 or the Conkling Center at (518) 793-1494. However, if you believe that your landlord is illegally refusing to renew your lease, or if your landlord did not give you adequate notice that your lease would not be renewed, call the Legal Aid Society of Northeastern New York at (518) 587-5188 for advice and possible representation in housing court.