

LANDLORD & TENANT RESPONSIBILITIES

KNOW YOUR RIGHTS

BASIC TENANT RESPONSIBILITIES

1. **Cleanliness:** The tenant must keep the apartment and yard clean, sanitary and free of rodents and insects. Exterminations necessary for infestations caused by the tenant may be the tenant's responsibility.
2. **Garbage:** Tenants must throw away garbage and rubbish in a clean and sanitary manner
3. **Supplied Facilities:** Tenants must keep all supplied facilities (stove, refrigerator, etc.) in a clean and sanitary condition
4. **Repairs:** Tenants must tell the landlord if the heating, electrical, plumbing fixtures need repairs right away. Tenants must tell the landlord if any other fixtures need repairs timely as well. Any communication regarding repairs should be done in writing when possible, or done verbally should be followed up with a written notice.
5. **Damage:** Tenants are responsible for any misuse or damage to the premises beyond normal wear and tear. Upon vacating the apartment, tenants should leave the apartment in clean condition, removing all personal belongings and trash, and making any minor repairs needed.
6. **Entry by Landlord:** Tenants must allow the landlord to enter the home to make necessary repairs or to show it to possible new tenants if the tenant is moving. To enter, the landlord must give reasonable notice (24 hours prior, minimum) and come at a reasonable time (the landlord cannot enter your apartment without permission, except in real emergencies). If a time is inconvenient for the tenant for the landlord to gain access, the tenant should offer alternative times.
7. **Rent:** Tenants must pay the rent when the rent is due. The landlord may not demand rent or charge a late fee until 5 days after it is due. The late fee may not exceed \$50 or %5 of the rent, whichever is less.
8. **Overcrowding:** Tenants must limit occupancy in the apartment to the maximum permitted by law, local overcrowding standards set by code enforcement agencies, or by agreed upon lease provisions. Tenants do have rights to sharing their apartment.
9. **Leases:** Tenants must abide by enforceable lease clauses if there is a signed lease agreement between the parties. Tenants must cure any lease violations timely in accordance with the lease agreement.
10. **Disabilities:** Alterations made to the apartment for reasonable accommodation to afford a tenant with a disability equal use may be at the expense of the tenant. The tenant may be required by the landlord to return the apartment to its original state upon move-out. A landlord may request documentation from a health care professional attesting to the disability and describing functional limitations. The tenant may be required to provide this when requesting an accommodation.
11. **Smoke Detectors:** Tenants should test their smoke detectors frequently and inform landlord if the device is not functioning properly. Tenants may be asked to reimburse landlord up to \$10 for the cost of purchasing and installing smoke detectors, but during the first year of use the landlord must repair or replace any broken detector if its malfunction is not the tenants' fault.
12. **Locks:** Tenants must provide their landlord with a duplicate key to the apartment upon request. Any lease provision requiring a tenant to pay additional rent or other charges for the installation of an additional lock is void.
13. **Pets:** Tenants with a "no pets" clause in their lease may not keep pets in their apartments. Tenants may be required to pay a "pet deposit" to the landlord even when pets are allowed. Tenants who have a disability are permitted to have service animals and emotional assistance animals. Tenants should notify the landlord of their need for the animal, in writing when possible, with request for reasonable accommodation to a "no pets" clause (NY Civil Rights Law 47B).