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We provide free legal aid to people with civil legal problems in western New York.

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Beware of Rent-to-Own Agreements

PLEASE NOTE: As of 6/14/2019, laws regarding housing in New York State experienced several changes. We are currently working to update this article to reflect these changes. Please check back later for the most up to date information.

What is a Rent-to- Own Agreement?

Many people who sign rent-to-own agreements or land contracts end up evicted, not homeowners. Rent-to-own agreements and land contract are promises to buy/sell property or a mobile home over time. However, sellers often try to evict buyers during the agreement. As a result, many buyers do not end up actually owning the home, even when they have made payments for years.

Owning a home, under a land contract, is different from renting:

Tenant

Ownership

<ul style="list-style-type: none"> • Landlord responsible for repairs to keep place safe and habitable • Landlord responsible for property taxes • Usually requires a refundable security deposit • Generally can't make changes without landlord's permission • Landlord can evict very quickly (a few weeks) for violating the lease or not paying rent 	<ul style="list-style-type: none"> • Homeowner responsible for repairs/upkeep • Homeowner responsible for property taxes/insurance • Usually requires a non-refundable down-payment towards purchase price • Free to make any legal changes or improvements to the property • If miss mortgage payments, lender must foreclose
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Rent-to-own agreements and land contracts fall in a legal gray-zone between renting and homeownership. Because of this, these agreements often have some terms that look like a rental contract and other terms that look like a purchase contract. This arrangement can give both parties some flexibility in the terms of their agreement. However, because the agreements are usually written by sellers, the choice of terms often strongly favors landlord-sellers.

Common Rent-to-Own Agreement Terms:

- Buyer takes property "as is" and is responsible for repairs/upkeep
- Buyer is responsible for property taxes
- Down-payment towards the purchase price
- No improvements or changes without the seller's permission
- If payments missed or contract violated, landlord-seller can evict and keep your money

Some of these terms may be unlawful. A person who is buying a house generally cannot be evicted in the same manner as a tenant. A tenant who is renting a home is not responsible for making repairs. If a seller is trying to evict you, you should contact an attorney right away.

Many people who sign rent to own agreements end up evicted and lose all the money they put into the home!

A rent-to-own or land contract may seem like a good choice if you want to buy a home right now but need a little time to save for a down-payment or build up your credit rating. But at LawNY®,

we have noticed that some landlords “sell” the same home over and over again.

Buyers sign a rent-to-own agreement or land contract, move in, and fix up the home. After six months or so, the landlord-seller finds a reason to evict the buyer and keeps all of their money and their improvements. Then the seller gets someone new to sign a rent-to-own agreement.

WHAT CAN YOU DO?

BEFORE YOU SIGN: Read the rent-to-own agreement and think about getting a lawyer to read it.

In reading the rent-to-own agreement, make sure that you understand:

- who will be responsible for repairs, taxes, and insurance
- how your payments are being used (For example, whether your monthly payment is fully or only partially being applied to the purchase price of the house)
- what the agreement says about missing or late payments or other violations of the contract (For example, will you be evicted? What does the contract say about the return of your down-payment and any payments you’ve already made?)

Make sure you agree with all terms in the contract. Every part of your agreement should be in writing. If you are thinking about signing a rent-to-own agreement or a land contract, and have questions about it, you can call your local LawNY® office.

BEFORE YOU SIGN: Talk to a HUD-certified housing counselor about alternatives.

Many people sign rent-to-own agreements because they have bad credit, don’t want to deal with banks, don’t have a large down-payment saved, or think that it is the only option to own a home. There are many programs available to help first-time homebuyers and low-income people transition from renting to homeownership without signing rent-to-own agreements or land contracts. A HUD-certified housing counselor can meet with you and talk to you about credit issues and homeownership programs that you may be eligible for. To contact a HUD-certified housing counselor near you, call (800) 569-4287. HUD-Certified housing counselors are permitted to charge “reasonable and customary” fees for their counseling services, but must provide counseling free of charge to anyone who demonstrates that they cannot afford the fees.

AFTER YOU SIGN: If you are having issues with a rent-to-own contract, contact an attorney.

If you are having issues with an agreement, or have received a notice from your seller or court papers regarding a rent-to-own, you can call your local legal aid office. You should not ignore notices or court papers, as the time deadlines for protecting your rights in such a situation may be very short.

MAKE A COMPLAINT: Contact one of the agencies below to make a complaint.

If you have concerns about a rent-to-own agreement or land contract, you can make a complaint to the New York Attorney General’s Office Consumer Frauds Bureau. For more information, see <http://www.ag.ny.gov/consumer-frauds/Filing-a-Consumer-Complaint>

. You can contact the Rochester Regional office at:

Rochester Regional Office
144 Exchange Boulevard, Suite 200
Rochester, NY 14614-2176
(585) 546-7430

If you have concerns about a rent-to-own agreement in a mobile home park, you can also make a complaint to the New York State Homes and Community Renewal office by calling their Manufactured Homes Hotline at 1-800-432-4210.

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This article provides general information about this subject. Laws affecting this subject may have changed since this article was written. For specific legal advice about a problem you are having, get the advice of a lawyer. Receiving this information does not make you a client of our office.

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