

New York State Age 62 and Over Lease Termination Law

LEGAL ASSISTANCE OF WESTERN NEW YORK, INC.®

New York law allows lease termination for people age 62 and over, under certain conditions.

People age 62 and over sometimes find it necessary to move due to changes in their health or financial situations. They may have signed a lease, however, with penalties for failure to pay for all the months agreed to.

Section 227(a) of New York State Real Property Law spells out the rights of people aged 62 and over to terminate a residential lease or rental agreement before the lease time period ends.

Terminating a lease according to Section 227(a) is a legal termination, not a lease violation.

This law applies to any type of building or property that the person age 62 or over is living in "for dwelling purposes."

This law applies to any person whose name is on the lease who is aged 62 or older, or who will become aged 62 during the term of the lease or rental agreement. The law also applies to such person's husband or wife who is aged 62 or older or who will become aged 62 during the lease's term.

When the lease is terminated, the tenant no longer is responsible for making rent payments to the landlord.

A tenant 62 and older can terminate their lease or rental agreement to move into any of the following types of living arrangements:

- Adult Care Facility (four types, commonly known as an Adult Home, Enriched Housing Program, Family Type Home or Residence for Adults);
- Nursing Home
- Subsidized housing (either senior housing or housing meant for tenants of all ages)

- Less expensive senior housing; or
- The home of a family member (after having been certified by a physician as (1) being no longer able, for medical reasons, to live independently, and (2) requiring assistance with instrumental or other activities of daily living).

A tenant 62 and older can terminate their lease and move into one of the above alternative living arrangements by notifying the landlord/owner/lessor. The notification must:

- Be made in writing and signed by the tenant (or tenant's legal representative);
- Be delivered to the owner or the owner's agent; and,
- Include documentation showing the tenant has been notified that the tenant can now move into one of the housing arrangements described above; or, if moving in with a family member, include a physician's certification that the tenant meets the health-related requirements to live with a family member, as well as the family member's documentation that he/she is related to the tenant, and that the tenant will live with the relative for at least six months.

Generally, lease termination occurs 30 days after the next rental payment due date. The 30 day notice should be effective if provided prior to the last rental payment. For example: a June 30 notice to end the lease as of July 31 is effective notice.

Under Real Property Law, if anyone interferes with the removal of your property from the premises, they can be found guilty of a misdemeanor and may be either imprisoned for up to one year or fined up to \$1,000 or both.