

How to Break a Lease

*Whatever your situation, remember to always get everything in writing and to keep all records related to your apartment for six years.

Permission from you landlord:

Ask for a Surrender Agreement:

- Both parties agree to release each other from duties,
- Include date the lease will end
- Include return of security deposit
- Receipt for keys and zeroed out ledger.

Sublet or assignment:

- You are transferring your rights to the apartment to someone else and permanently leaving the apartment.
- Must get written consent, landlord can deny request WITHOUT cause.
- If your landlord “unreasonably” refuses consent, you may end your lease within 30 days of when you requests assigning the lease.
- If you are denied and decide to leave, you must give your landlord 10 days notice that you’ll be seeking a court order to terminate your lease.
- You must return to the same court that granted you the order of protection to get this order.

Poor Living Conditions:

- You have the right to terminate your lease early, or have your rent reduced, if your landlord does not keep your apartment in good condition.
- Reduced rent: must sue, or if rent regulated, file a complaint with DHCR.
- Leave apartment: landlord must return any rent paid in advance and your security deposit, and you are not responsible for any later rental payments.

Senior Citizen

If you are 62 years old or older, or will turn 62 during the term of your lease, you and your spouse may break your lease early if:

- You are certified by a physician as no longer being able to live independently for medical reasons,
- **And** are moving in with a family member, or to an adult care facility, resident health care facility, subsidized low-income housing, or other senior citizen housing.
- Your notice is considered given 5 days after you mail it.

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You must send notice to you landlord including:

- The end date
- Physician's certification that you cannot live independently for medical reasons
- Either a notarized statement from a family member or spouse stating your relationship and that you be moving to his/her home within least 6 months of your move or of your relocation to the facilities 1

Domestic Violence Survivors

You can break your lease if you are up to date on your rental payments, and

- You have an order of protection,
- You show that staying in the apartment creates a substantial risk of physical or emotional harm to your person.
- You show that your move will substantially reduce your risk of harm.

Active Duty Military:

Can break your lease early if:

- You entered the lease before active duty.
- You or your dependents have lived in the leased apartment.
- You can terminate your lease by giving written notice to your landlord any time after beginning military service.