



Senior Citizen Lease Termination Law

There are times when senior citizens find it necessary to move due to changes in their health or financial situations. They may have signed lease arrangements which they are reluctant to break because of penalties in those contracts. New York State has very specific laws regulating and permitting lease termination for senior citizens.

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 specified time period ends, and Section 227(a) specifies the conditions under which the termination can take place.

Terminating a lease according to the stipulations of Section 227(a) is a legal termination and is not a lease violation.

This law applies to any type of building or property that the older person is occupying for dwelling purposes (is living there).

This law applies to any leaseholder (the 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 the leaseholder'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.

An older tenant can terminate the 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 (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).

An older tenant can terminate the 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);
- Delivered to the owner or the owner's agent; and,
- Include documentation showing he has been notified that he can now move into one of the alternatives above; or, if moving in with a family member, include a physician's certification that he 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 them for at least six months.

The termination will take effect 30 days after the day upon which the next rental payment is due and payable.

(This information has been taken directly from the New York State Office for the Aging "Guide to Senior Housing.")

Section 227(a) of the Real Property Law also imposed the following penalties upon the landlord if he or she does not comply:

If anyone interferes with the removal of your property from the premises, they will be found guilty of a misdemeanor and will be either imprisoned for up to one year or fined up to \$1,000 or both.