

How to complete a Month-to-Month Lease in New York

Open-ended residential lease with notice-to-vacate clause and recurring monthly rent.

What this form is for

This form establishes a landlord-tenant relationship without a fixed end date, renewing automatically each month until either party provides proper notice. Small-business owners who rent commercial or mixed-use properties to tenants use this when flexibility is needed or when a fixed-term lease has expired and both parties want to continue on a rolling basis.

Before you start

- Complete legal names and current addresses of all landlords (lessors) and all tenants (lessees)
- Full street address of the rental property including unit number and county
- Monthly rent amount and due date, plus acceptable payment methods and where rent should be delivered or sent
- Security deposit amount being held, the interest rate if applicable under New York law, and the bank or account where it is held
- Notice period required for either party to terminate (New York typically requires 30 days for month-to-month residential leases, but verify based on your municipality and property type)

Step-by-step

1. Fill in the execution date at the top and the full legal names and addresses of all parties entering the agreement.
2. Enter the complete property address, including apartment or suite number, and specify which portions of the property are included (parking spaces, storage, exclusive or common areas).
3. State the monthly rent amount in both numerals and words, the day of the month it is due, and any grace period before late fees apply.
4. Record the security deposit amount and specify the financial institution and account type where it is held, including the interest rate if New York law requires it for your property size and rent amount.
5. Define the notice period each party must provide to terminate, counting method (calendar days or business days), and whether notice must be written and how it must be delivered.
6. List which utilities and services the landlord covers versus tenant responsibility, and indicate whether tenant may make alterations or must obtain written consent first.
7. Complete sections on tenant obligations such as property maintenance standards, prohibited uses, and whether subletting is allowed.

8. Include New York-required disclosures such as lead paint warnings if the building was constructed before 1978, bedbug history, and window guard notices if children under age eleven will reside there.

9. Both parties sign and date at the bottom, with witnesses if your attorney recommends them for your jurisdiction.

What lenders look for

- Banks reviewing your business finances want consistency, so if rental income supports your loan application, provide six to twelve months of cancelled rent checks or transfer records showing the tenant pays reliably and on time.
- Month-to-month leases signal income volatility to underwriters because either party can terminate quickly, so prepare a brief explanation of why this arrangement exists and whether you expect it to convert to a fixed term.
- Avoid handwritten changes or cross-outs; any amendments should be initialed by all parties with dates, and significant modifications should be retyped and re-executed.