



Renting an Apartment - Security Deposits and Other Charges

2 PAGES

A security deposit is money that a tenant, their guarantor or other third-party deposits with the owner of the apartment for the repair of any damages to the apartment for which the tenant is responsible.

The Housing Stability and Tenant Protection Act (HSTPA) of 2019 limits the amount of a security deposit for any apartment to one month's rent. It is unlawful for the owner to ask for an additional amount of money from the tenant, guarantor or third party. If two months' security deposit was collected from a tenant by the owner when the apartment first came under rent stabilization, and the same tenant is still occupying the apartment, the owner must refund to the tenant any additional security deposit which exceeds one month's rent. The next rent stabilized tenant cannot be required to deposit more than one month's rent as security deposit. The tenant can file a "Tenant's Complaint of Rent and/or Other Specific Overcharges in a Rent Stabilized Apartment" (DHCR Form RA-89) if the owner demands the tenant, a guarantor, or any third party on behalf of the tenant pay more than one month's security.

A building owner or property manager is prohibited by law from requesting or otherwise requiring payment of a deposit or additional charge to reserve an apartment unit. Such room reservation charges or deposits, whether paid for or demanded from the tenant, a guarantor, or other third party, are unlawful. Such demands, charges, and requirements are often referred to as "key money."

Effective June 11, 2025, the Fairness in Apartment Rental Expenses (FARE) Act prohibits brokers who represent landlords from charging broker fees to tenants. This includes brokers who publish listings with the landlord's permission. Landlords or their agents must disclose other fees that the tenant must pay in their listings and rental agreements. The NYC Department of Consumer and Worker Protection (DCWP) will enforce this law. Any person who violates this act would be subject to a civil penalty or civil action. DHCR retains its jurisdiction as well, over rent stabilized apartments.

DHCR may determine that a rent overcharge was collected if it is found that a building owner, property manager, and their agents or employees collected a broker's fee for the rental of a unit they own or manage. A company and a real estate broker or salesperson are also prohibited from collecting a broker's fee for the rental of an apartment unit that is owned or managed by a building owner or property manager with whom the company, broker, or salesperson is affiliated.

When a lease is renewed at a higher rental amount, or the rent is increased during the term of the lease, the owner can collect additional money from the tenant to bring the security deposit up to the new monthly rent. Even though a tenant may be exempt from paying a lease increase because of his or her Senior Citizen Rent Increase Exemption (SCRIE) or Disability Rent Increase Exemption (DRIE), the tenant must still pay the increased security.

The security deposit must be kept by the owner in an interest-bearing account in a New York State bank. The owner must notify the tenant of the name and address of the bank and pay the tenant the full annual interest, less 1% of the security deposit per year for the owner's administrative costs. The tenant can choose whether the interest is to be subtracted from the rent, held in trust until the end of the tenancy, or paid in a lump sum at the end of each year.

Effective November 15, 2025, changes to Section 7-107 of the General Obligations Law governing security deposits extend certain protections to rent stabilized tenants. In summary, owners must return the tenant's full security deposit within 14 days after they move out. Owners may keep only the amount legally allowed for unpaid rent, utilities, damages beyond normal wear and tear, and moving and storage of the tenant's belongings. Owners who withhold any part of the security deposit must provide the tenant with an itemized list of damages and the cost of repairs. Tenants are given the right to an inspection of the apartment upon timely notification of the owner or tenant's intent to end the tenancy. After the inspection, the owner shall provide the tenant with an itemized statement of repairs that would be deducted from the security deposit, and the tenant shall have an opportunity to cure any such conditions before

the end of the tenancy. In addition, before the commencement of the tenancy and the signing of a lease, the tenant can request an inspection to identify any issues that could lead to deductions from the security deposit.

If the tenant disagrees with the owner over the return of the security deposit or payment of interest, the tenant may begin a proceeding in small claims court or contact the Consumer Frauds and Protection Bureau of the New York State Attorney General's Office.

SOURCES

New York City Rent Stabilization Code
 Tenant Protection Regulations
 New York City Rent and Eviction Regulations
 New York State Rent and Eviction Regulations
 Housing Stability and Tenant Protection Act of 2019



➤ **Rent Connect:**
rent.hcr.ny.gov

✉ **Ask a question:**
portal.hcr.ny.gov/app/ask

🗣️ **For translation help:**
hcr.ny.gov/language-accessibility

➤ **Our website:**
hcr.ny.gov/rent

To visit a Borough Rent Office, by appointment only, please contact:

QUEENS

92-31 Union Hall Street
 6th Floor
 Jamaica, NY 11433
 718-482-4041

BROOKLYN

55 Hanson Place
 6th Floor
 Brooklyn, NY 11217
 718-722-4778

UPPER MANHATTAN

163 W. 125th Street
 5th Floor
 New York, NY 10027
 212-961-8930

LOWER MANHATTAN

25 Beaver Street
 New York, NY 10004
 212-480-6238

BRONX

1 Fordham Plaza
 4th Floor
 Bronx, NY 10458
 718-430-0880

WESTCHESTER

75 South Broadway
 3rd Floor
 White Plains, NY 10601
 914-948-4434