

BEAR CATS FIELD GUIDE

# Landlord + Tenant Guide

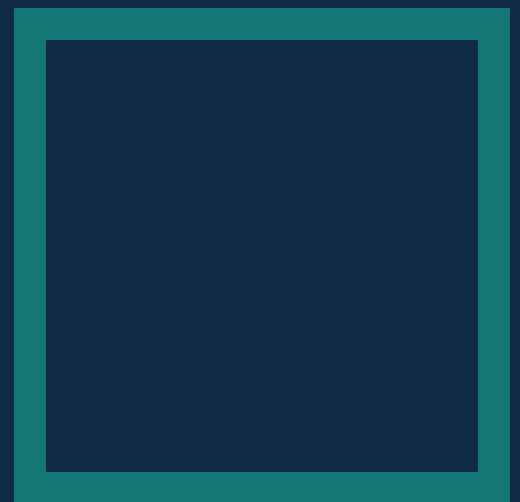
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A plain-English New York playbook for repairs, rent, screening, deposits, conflict, move-out, and Binghamton's Good Cause rules.

TENANT POWER

LANDLORD PLAYBOOK

**New York + Binghamton edition**  
Updated October 15, 2026  
General education - not legal advice



## START HERE

# The rental relationship needs an operating system.

The goal is not to "win" every disagreement. It is to make the next correct step obvious, documented, and lawful.

## 1. Promise

What does the lease, law, or written agreement require?

## 2. Proof

What can you show with dates, photos, receipts, notices, and records?

## 3. Path

What happens next, by when, and who owns the next action?

**Put important facts in writing. Keep the tone calm. Save the entire thread.**

**TENANT****YOUR CORE FILE**

- ☐ Signed lease and every rider
- ☐ Move-in photos and condition sheet
- ☐ Rent receipts and payment history
- ☐ Repair requests, photos, and access offered
- ☐ Notices, inspection reports, and court papers

**LANDLORD****YOUR CORE FILE**

- ☐ Consistent written screening criteria
- ☐ Signed lease, disclosures, and condition report
- ☐ Rent ledger and deposit accounting
- ☐ Repair log, vendor proof, and access notices
- ☐ Copies of every notice and proof of delivery

**Use this guide in two ways:** read your side first, then read the other side. Most avoidable disputes begin when one party does not understand the other party's process.

Legal rules vary by property type and location. Use the current official sources on page 12 before acting on a live dispute.

## REPAIRS

# The five-step repair playbook

New York's warranty of habitability protects a tenant's right to a livable home. The safest path builds a clean record before money or court decisions are made.

## 1 PROTECT PEOPLE FIRST

For fire, gas smell, active flooding, carbon monoxide, violence, or another immediate danger, use emergency services first. Then notify the landlord and preserve photos, video, and names.

## 2 SEND ONE CLEAR WRITTEN NOTICE

Name the condition, when it began, where it is, how it affects health or use of the home, and the reasonable access times you can offer. Attach photos. Ask for a written repair plan and date.

## 3 DOCUMENT ACCESS AND FOLLOW-UP

Keep a dated log of messages, entries, missed appointments, temporary fixes, and recurring damage. Cooperate with reasonable repair access and confirm completed work in writing.

## 4 ESCALATE THROUGH THE CORRECT CHANNEL

If a serious condition remains, contact local code enforcement or the health department. In Binghamton, an occupant may invite the Code Enforcement Bureau to inspect; keep the inspection worksheet and any violation notice.

## 5 USE COURT OR LEGAL HELP BEFORE TAKING RENT RISKS

New York Courts publishes a statewide Article 7-D process for seeking an order directing repairs. Do not casually stop paying rent. Keep the full rent amount set aside and get local legal advice before withholding, deducting repair costs, or breaking a lease.

**Do not create a second problem while solving the first.** Unapproved repairs, blocked access, damaged property, or spent rent money can weaken an otherwise strong case.

Sources: New York Courts, RPAPL Article 7-D repair forms [2]; City of Binghamton Housing and Property Maintenance Code [6]; New York Attorney General tenant guide [1].

EVIDENCE KIT

# A repair notice that creates a usable record

Short, factual, and specific beats angry and vague. Copy this structure into a text or email and keep the sent version.

**Subject:** Repair request for \_\_\_\_\_

Hello \_\_\_\_\_,

I am reporting **[condition]** in **[room/location]**. I first noticed it on **[date/time]**. It currently affects the home by **[leak/no heat/loss of appliance/safety concern]**.

I attached dated photos or video. I can provide access on **[two or more windows]**. Please confirm receipt and send the planned repair date and access window in writing.

If this is not resolved or safely stabilized by **[reasonable date based on urgency]**, I may contact the appropriate inspection or legal resource.

Thank you,

\_\_\_\_\_

**PHOTO CHECKLIST**

- ☐ Wide shot showing the room
- ☐ Close shot showing the condition
- ☐ Date-stamped sequence over time
- ☐ Damage to belongings
- ☐ Thermometer or meter reading when relevant

**COMMUNICATION LOG**

|             |       |
|-------------|-------|
| DATE / TIME | _____ |
| METHOD      | _____ |
| WHO REPLIED | _____ |
| NEXT STEP   | _____ |

## Your condition log

| DATE | WHAT CHANGED | NOTICE / ACCESS | PROOF SAVED |
|------|--------------|-----------------|-------------|
|      |              |                 |             |
|      |              |                 |             |
|      |              |                 |             |
|      |              |                 |             |

**Ask for the outcome, not a fight.** "Please confirm the repair date" is stronger than "You never fix anything." The first sentence creates a deadline; the second creates noise.

## MONEY + POSSESSION

# Know the rules that prevent expensive mistakes.

**APPLICATION AND SCREENING**

For most rentals, an application or background/credit-check charge is capped at the actual cost or \$20, whichever is less. A recent qualifying report supplied by the applicant can eliminate the fee.

**SECURITY DEPOSIT**

The deposit is generally capped at one month's rent. A landlord cannot stack "last month's rent" on top of a one-month security deposit to get around the cap.

**LATE FEE**

Rent is not treated as late until more than five days after it is due. A late fee is capped at \$50 or 5% of monthly rent, whichever is less.

**RENT RECEIPT**

For cash, money order, cashier's check, or other non-personal-check payment, the landlord must provide a written receipt. A tenant paying by personal check can request receipts in writing.

**Eviction is a court process.** A landlord cannot lawfully replace the court process with a lock change, utility shutoff, or removal of belongings. Read every court paper and respond by the stated deadline.

## Before you withhold rent

1. **Keep paying if you can while you get advice.** Withholding rent can trigger a nonpayment case even when serious repair defenses exist.
2. **Keep the full amount separate and untouched.** A clean rent reserve shows readiness to pay and prevents the money from disappearing.
3. **Bring the file.** Lease, notices, photos, code reports, repair log, medical/property damage records when relevant, and the full payment history.
4. **Ask about the right remedy.** Repair order, rent abatement, damages, lease termination, and other relief are fact-specific.

**Never ignore court papers.** Court deadlines are different from repair-request deadlines. Use the official New York Courts forms and local legal help immediately.

Sources: New York Attorney General tenant guide [1]; New York State Assembly tenant-rights brochure [3]; New York Courts forms [2].

## BEFORE THE KEYS

# The best eviction strategy starts before move-in.

Use one written process for every applicant, describe the unit rather than the person you want, and make the condition of the property impossible to debate.

**WRITE THE AD**

- ☐ Describe rent, utilities, deposits, size, features, access, and availability
- ☐ Avoid preferences about age, children, family type, religion, disability, or other protected traits
- ☐ Do not use a blanket "No Section 8" or lawful-income ban
- ☐ Keep the same terms across platforms and applicants

**SCREEN CONSISTENTLY**

- ☐ Publish objective income, credit, rental-history, occupancy, and pet rules
- ☐ Apply the same documentation standard in the same order
- ☐ Charge no more than the lawful screening amount
- ☐ Record the legitimate business reason for each decision

**Fair-housing rule of thumb:** criteria should measure the tenancy - ability to pay, lease compliance, property care, and lawful occupancy - not a person's identity or lawful source of income. New York protections can exceed federal law.

**LEASE PACKET**

- Names, term, rent, due date, utilities, fees, rules, and repair reporting
- Required state, federal, and local notices
- Lead disclosure for most pre-1978 housing
- Good Cause notice when applicable
- Emergency and routine contact method

**MOVE-IN PROOF**

- Offer the pre-occupancy inspection required by New York deposit rules
- Use room-by-room photos with both parties' notes
- Test smoke/CO alarms and document keys
- Give receipts and deposit-account information as required

Sources: New York Division of Human Rights fair-housing resources [4]; EPA lead disclosure rule [5]; New York Attorney General tenant guide [1].

DEAL SCREEN

# Buy the margin before you manage the property.

A good tenant cannot rescue a bad basis. Run the property through a conservative acquisition screen, then test the monthly cash flow separately.

**Bear Cats acquisition screen:** purchase price + repairs + holding and closing costs should be no more than 70% of a conservative after-repair value (ARV). This is a fast filter, not a valuation or an offer formula.

## Example: work backward from the finished value

| LINE                         | EXAMPLE         | WHAT TO VERIFY                                         |
|------------------------------|-----------------|--------------------------------------------------------|
| Conservative ARV             | \$200,000       | Recent, comparable, truly renovated sales              |
| 70% screen                   | \$140,000       | 30% cushion for risk and margin                        |
| Repairs                      | - \$35,000      | Scope, labor, material, permits, contingency           |
| Holding + closing            | - \$10,000      | Taxes, insurance, utilities, interest, legal, transfer |
| <b>Screened max purchase</b> | <b>\$95,000</b> | Starting point only; re-trade when facts change        |

### Repairs

Get a line-item scope. Add a real contingency for hidden conditions.

### Rent

Use verified market rent, then subtract vacancy, repairs, management, taxes, insurance, utilities, and capital reserves.

### Exit

Stress-test refinance, hold, and resale. Do not rely on one perfect outcome.

## The cash-flow questions

- ☐ Will the property still work with one month vacant and one major repair?
- ☐ Are water, heat, lawn, snow, trash, and common electricity assigned correctly?
- ☐ Do local rules, permits, lead obligations, registration, or Good Cause coverage change the plan?
- ☐ Is there a funded reserve on day one rather than a plan to "build it later"?

The 70% all-in screen is a Bear Cats investment heuristic, not law or a guarantee. It should be adjusted for local rents, financing, taxes, condition, and strategy.

## OPERATIONS

# Run the file like you may need to explain it later.

**MONEY CONTROLS**

- ☐ Deposit funds handled as tenant trust money, not operating cash
- ☐ Ledger shows charge, payment, date, method, balance, and lawful fee
- ☐ Receipt issued when required
- ☐ Bank and interest information provided when required
- ☐ No mystery charges outside the lease and law

**REPAIR CONTROLS**

- ☐ Every request receives a timestamp and severity level
- ☐ Emergency, urgent, and routine issues use different response paths
- ☐ Access request, vendor dispatch, photos, invoice, and completion date saved
- ☐ Temporary fix includes a permanent-repair date
- ☐ Repeat conditions trigger root-cause review

**NOTICE CONTROLS**

- ☐ Use current New York form and service rules
- ☐ State the exact issue, cure amount/action, deadline, and next step
- ☐ Keep the signed notice and proof of delivery
- ☐ Do not improvise possession remedies

**VENDOR CONTROLS**

- ☐ License and insurance verified when required
- ☐ Scope and price confirmed in writing
- ☐ Lead-safe certification checked for covered pre-1978 work
- ☐ Before/after proof and tenant completion confirmation saved

**Speed matters. Documentation matters. A fast repair with no record is hard to prove; a perfect record with no repair does not solve the condition.**

**Possession is court-only.** Do not change locks, remove belongings, shut off utilities, threaten, or use construction pressure to force a tenant out. Use the correct notice and court process.

Sources: New York Attorney General tenant guide [1]; New York Courts landlord and tenant forms [2]; EPA lead rules [5].

## CONFLICT MAP

# Use the route that matches the problem.

| PROBLEM                   | TENANT MOVE                                                       | LANDLORD MOVE                                                                 | ESCALATION                                                          |
|---------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>Immediate danger</b>   | Protect people; call emergency help; notify and document.         | Stabilize; dispatch qualified help; preserve records.                         | Emergency services, utility, health/code authority.                 |
| <b>Repair dispute</b>     | Written notice, photos, access, log, inspection.                  | Written response, scope, access, vendor, completion proof.                    | Code enforcement; Article 7-D repair proceeding; legal aid/counsel. |
| <b>Rent dispute</b>       | Request ledger; preserve receipts; keep disputed funds available. | Reconcile ledger; correct errors; issue lawful demand only.                   | Written settlement, mediation, nonpayment court process.            |
| <b>Lease breach</b>       | Read clause and notice; cure when valid; document disagreement.   | Use precise notice and service; accept valid cure when required.              | Holdover process and local counsel.                                 |
| <b>Move-out / deposit</b> | Request inspection; clean, repair, photograph, return keys.       | Inspect; compare evidence; itemize lawful deductions; return balance on time. | Written demand, Attorney General complaint, small claims/counsel.   |
| <b>Discrimination</b>     | Save ad, messages, criteria, and comparison evidence.             | Stop ad/process; audit criteria; preserve records; get counsel.               | New York Division of Human Rights or other fair-housing authority.  |

**TENANT: DO NOT**

- Spend rent you may need to tender
- Block reasonable repair access
- Make irreversible repairs without advice
- Ignore notices or court papers

**LANDLORD: DO NOT**

- Use self-help eviction
- Retaliate for protected complaints
- Make selective exceptions to screening rules
- Serve a homemade notice when a legal form applies

**Call a lawyer early when:** court papers are served; injury, fire, lead, discrimination, retaliation, illegal lockout, major rent withholding, subsidized housing, Good Cause coverage, rent regulation, bankruptcy, or insurance coverage may be involved.

LOCAL RULE

# Good Cause changed the Binghamton playbook.

The City of Binghamton opted into New York Real Property Law Article 6-A effective April 2, 2025. Coverage changes how some lease renewals, rent increases, and eviction cases must be handled.

## Renewal

A covered tenant generally has renewal protection unless the landlord proves a statutory good-cause ground.

## Rent

A covered tenant may challenge an increase above the lower of 10% or inflation plus 5%.

## Notice

Required Good Cause disclosures should be reviewed for leases, renewals, increases, and notices.

**Coverage is not automatic for every unit. Check the property, owner portfolio, rent level, building age, occupancy, and subsidy status before relying on the law.**

### TENANT CHECK

- ☐ Is the unit inside the City of Binghamton?
- ☐ Did the lease or notice state whether Good Cause applies?
- ☐ Is the rent below the local high-rent exemption?
- ☐ Does the owner qualify for the small-landlord exemption?
- ☐ Does another exemption apply?

### LANDLORD CHECK

- ☐ Count rental units owned anywhere in New York State
- ☐ Confirm building date and owner-occupancy status
- ☐ Compare rent with the current Fair Market Rent threshold
- ☐ Use current statutory notices
- ☐ Identify the exact good-cause ground before nonrenewal

**Binghamton's local settings, as reflected in the 2026 state notice:** the high-rent exemption uses 345% of Fair Market Rent, and the small-landlord definition is an owner with no more than one rental unit anywhere in New York State. Other exemptions still matter.

**This page is a flag, not a coverage opinion.** Good Cause eligibility is fact-specific. Use the City and New York State Homes and Community Renewal resources below, then get local legal advice for a live nonrenewal or rent-increase dispute.

Sources: City of Binghamton Good Cause Eviction page [7]; New York State Homes and Community Renewal August 2026 notice [8].

FINISH CLEAN

# A good exit is scheduled, photographed, and receipted.

TENANT

☐ Give notice in the method and timing the lease/law requires

☐ Request a pre-move-out inspection in writing

☐ Ask what can be cleaned or repaired before surrender

☐ Remove belongings and trash; clean; handle agreed repairs

☐ Take room-by-room photos matching move-in angles

☐ Record meter readings when relevant

☐ Return every key and get a written receipt

☐ Give a forwarding address in writing

LANDLORD

☐ Schedule the requested inspection and allow attendance as required

☐ Identify curable cleaning or damage issues

☐ Compare move-in and move-out evidence

☐ Separate normal wear from tenant-caused damage

☐ Support deductions with an itemized accounting

☐ Track the surrender date and legal return deadline

☐ Send the accounting and balance to the supplied address

☐ Save proof of payment and delivery

**New York timing:** for non-regulated units, the Attorney General's guide states that the security deposit and any itemized deductions must be handled within 14 days after the tenant moves out. Different treatment may apply to regulated units, so verify the unit type.

## Final handoff record

PROPERTY

\_\_\_\_\_

SURRENDER DATE

\_\_\_\_\_

KEYS RETURNED

\_\_\_\_\_

INSPECTION HELD

\_\_\_\_\_

PHOTOS SAVED

\_\_\_\_\_

FORWARDING ADDRESS

\_\_\_\_\_

DEPOSIT SENT

\_\_\_\_\_

Source: New York Attorney General tenant guide [1].

## KEEP IT CURRENT

# Use the official page, not a screenshot of old advice.

**[1] New York Attorney General - Residential Tenants' Rights Guide**

[ag.ny.gov/publications/residential-tenants-rights-guide](https://ag.ny.gov/publications/residential-tenants-rights-guide)

**[2] New York Courts - Landlord and Tenant Forms**

[nycourts.gov/landlord-and-tenant-forms](https://nycourts.gov/landlord-and-tenant-forms)

**[3] New York State Assembly - Tenants' Rights brochure**

[nyassembly.gov/write/upload/req/tenants\\_rights\\_nys.pdf](https://nyassembly.gov/write/upload/req/tenants_rights_nys.pdf)

**[4] New York Division of Human Rights - Journey of Fair Housing**

[dhr.ny.gov/journeyoffairhousing](https://dhr.ny.gov/journeyoffairhousing)

**[5] U.S. Environmental Protection Agency - Lead disclosure rule**

[epa.gov/lead/real-estate-disclosures-about-potential-lead-hazards](https://epa.gov/lead/real-estate-disclosures-about-potential-lead-hazards)

**[6] City of Binghamton - Housing and Property Maintenance Code**

[binghamton-ny.gov/.../chapter-265-housing-and-property-maintenance](https://binghamton-ny.gov/.../chapter-265-housing-and-property-maintenance)

**[7] City of Binghamton - Good Cause Eviction Law**

[binghamton-ny.gov/.../good-cause-eviction-law](https://binghamton-ny.gov/.../good-cause-eviction-law)

**[8] New York State Homes and Community Renewal - August 2026 Good Cause notice**

[hcr.ny.gov/good-cause-eviction-law-notice-august-2026](https://hcr.ny.gov/good-cause-eviction-law-notice-august-2026)

**TENANT QUESTION TO BRING**

"What is my safest next step, what proof should I preserve, and what deadline applies to my exact unit?"

**LANDLORD QUESTION TO BRING**

"What notice, service method, deadline, and statutory ground apply to this exact property and tenancy?"

**Important:** This field guide provides general education for New York and highlights Binghamton rules. It is not legal advice, does not create an attorney-client relationship, and cannot determine whether a law applies to a particular person, unit, notice, or dispute. Laws, forms, thresholds, and local procedures change. Use current official materials and consult a qualified local attorney or legal-services provider before acting on a live matter.

**Better rentals are built with clear promises, clean proof, and the right process.**