

_____ COURT
COUNTY OF _____ : PART ____
[CITY, TOWN, VILLAGE OF _____]
-----X

The People of the State of New York

-against-

Docket No. _____

Indictment No. _____

_____, Defendant.¹

In the matter of the Application of

ORDER TO TERMINATE OR SEVER
LEASE OR RENTAL AGREEMENT

_____, Lessee/tenant

-against-

_____, Landlord(s), and/or

_____, Co-tenant(s).
-----X

Hon. _____.

This Court having signed an order of protection, which expires on _____, issued for the benefit of the above-named lessee/tenant in connection with the above-captioned criminal proceeding, and the lessee/tenant having applied to this Court for an order

- terminating the lease or rental agreement, and/or
- severing the co-tenancy

at the following address: _____, and ten days
[specify exact address of subject premises]

notice of the application having been duly given to the following, who appeared as indicated:

- Landlord(s) or owner(s) appeared [with counsel]; or,
- Landlord(s) or owner(s) did not appear,
- Co-tenant(s), co-lessee(s) named on the lease or rental agreement appeared [with counsel]; or,
- Co-tenant(s), co-lessee(s) named on the lease or rental agreement did not appear,

Now, having examined the lessee/tenant's application and having heard from the relevant parties, in compliance with CPL Article 530 and RPL §227-c, the Court makes the following findings:

I

- The tenant is acting in good faith; or
- The tenant is not acting in good faith;

¹ NOTE: The defendant is not a party to this action unless the defendant is also the landlord, co-lessee or co-tenant.

II

- Notwithstanding the issuance of the order of protection or temporary order of protection, the tenant or the tenant’s children remain at substantial risk of physical or emotional harm, a risk that will be substantially reduced if the lease or rental agreement is terminated or the co-tenancy is severed; or
- Notwithstanding the issuance of the order of protection or temporary order of protection, the tenant has not established to the satisfaction of the Court that the tenant or the tenant’s children remain at substantial risk of physical or emotional harm, or that the risk, if any, would be substantially reduced if the lease or rental agreement is terminated or if the co-tenancy is severed;

III

[Applicable to application to terminate lease or rental agreement]

- The tenant asked the landlord or owner to voluntarily terminate the lease, but was refused;
- The landlord or owner did not respond to the tenant’s request to voluntarily terminate the lease;
- The landlord appeared in this proceeding and agreed to voluntarily terminate the lease;

IV

[Applicable to applications to sever lease or rental agreement obligation from co-tenant(s)]

- The following co-tenants or co-lessees have consented to termination of the lease or rental agreement:
- The following co-tenants or co-lessees have refused to consent to termination of the lease or rental agreement:
- The following co-tenants or co-lessees have not responded regarding termination of the lease or rental agreement:

V

- The Court further makes the following findings [specify additional findings if relevant]:

Accordingly, after a full inquiry into the facts and circumstances, it is therefore:

- ORDERED that the application is **DENIED**.
- ORDERED that the application is **GRANTED**.
- ORDERED that the lease or rental agreement of the lessee/tenant for the subject premises is terminated as of _____,² and the lessee/tenant is released from rent and other
[specify date]
payment obligations accruing on or after that date; and it is further
- ORDERED that the tenant shall deliver the leasehold premises to the landlord or owner in accordance with the terms of the lease or rental agreement free of all occupants not later than _____ provided, however, that the tenant shall not be responsible for ensuring that the person
[specify date]
against whom the order of protection or temporary order of protection has been issued is not present;
- ORDERED that the co-tenancy of lessee/tenant with _____ for the
[specify co-tenant(s) or co-lessee(s)]

² Specify date not less than 30 nor more than 150 days after the due date of the next rental payment after this Order has been served upon the landlord or owner.

subject premises is severed as of _____,³ and the lessee/tenant shall be released from rent and other payment obligations accruing on or after that date, and shall vacate the leasehold premises not later than _____;
[specify date]

ORDERED that the tenant shall pay all rent and other obligations due and owing as of the date of termination of the lease or severance of the co-tenancy on a timely basis not later than _____:
[specify date]

ORDERED that the following credits or other adjustments be made through to the termination date for any rent or other payments made in advance or that have accrued by the terms of the lease or rental agreement: _____.
[specify]⁴

ORDERED that this Order, the application, supporting documents and record of this proceeding be sealed and not be disclosed to the defendant or anyone who is not a party to this petition except by order of this Court;

ORDERED that this Order shall be served on the following landlord or owner as follows:

[specify service by Court, by law enforcement agency, by city marshal or by other means]⁵

ORDERED that this Order shall be served on the following co-tenant(s) or co-lessee(s) as follows:

[specify service by Court, by law enforcement agency, by city marshal or by other means]⁶

ENTER

Judge or Justice

Dated:

Check applicable box:

Order mailed on: _____.
[specify date and to whom mailed]

Order received in court on: _____.
[specify date and to whom given]

³ Specify date not less than 30 nor more than 150 days after the due date of the next rental payment after this Order has been served upon the landlord or owner.

⁴ Such adjustments may include, among others, credit for or a direction to return a security deposit, if any, made by tenant in accordance with the terms of the lease or agreement.

⁵ If the landlord or owner is a person against whom the order of protection or temporary order of protection has been issued, the tenant shall not be required to personally serve the Order upon such person.

⁶ If a co-tenant or co-lessee is a person against whom the order of protection or temporary order of protection has been issued, the tenant shall not be required to personally serve the Order upon such person.