

At a term of the Family Court of the State of New York, held in and for the County of \_\_\_\_\_, at \_\_\_\_\_ New York, on \_\_\_\_\_,

PRESENT: Hon. Judge

In the Matter of a Proceeding Under Article \_\_\_ of the Family Court Act

Petitioner

Docket No.

-against-

Respondent

..... In the Matter of a Proceeding under Real Property Law §227-c

Docket No.

Petitioner-tenant

ORDER ON PETITION FOR [ ] TERMINATION [ ] SEVERANCE OF LEASE OR RENTAL AGREEMENT

against

Respondent(s)-Landlord(s)

Respondent(s)-Co-tenant(s)

A petition having been filed with this Court on [specify date]: requesting an order [ ] terminating the lease or rental agreement [ ] severing the co-tenancy of [specify Petitioner-tenant]: at [specify address of premises, including apartment number, if any]:<sup>1</sup>

And the Petitioner-tenant, having appeared [ ] with counsel [ ] without counsel;

And notice of the petition having been duly given to the following Respondent(s), who appeared as follows: [specify; check applicable boxes]:

[ ] Landlord(s) or owner(s) [specify]: Name: [ ] appeared with counsel [ ] appeared without counsel [ ] did not appear Name: [ ] appeared with counsel [ ] appeared without counsel [ ] did not appear

<sup>1</sup> NOTE: If an address confidentiality order has been issued, the address of the premises may be redacted from the copy served upon the person against whom the order of protection has been issued.

Co-tenant(s), co-lessee(s) or other persons named on the lease or rental agreement, if any [specify]:  
 Name:  appeared with counsel  appeared without counsel  did not appear  
 Name:  appeared with counsel  appeared without counsel  did not appear  
 Name:  appeared with counsel  appeared without counsel  did not appear

And the following additional persons, if any, appeared as follows:

Name:  appeared with counsel  appeared without counsel  did not appear  
 Name:  appeared with counsel  appeared without counsel  did not appear  
 Name:  appeared with counsel  appeared without counsel  did not appear  
 Law guardian, if any [specify]:  appeared  did not appear

And  an order of protection  a temporary order of protection having been issued by  
 this Court  [out-of-state orders only]: the following other court of competent jurisdiction [specify  
 court and jurisdiction]:

on [specify date]: on Docket # [specify]:  
 to protect [specify name of tenant/petitioner and/or children, if any]:  
 against [specify name of person against whom order was issued and indicate whether such person is a  
 landlord or co-tenant of the Petitioner]:  
 The  order of protection  temporary order of protection expires on [specify date]:

**This Court, [check applicable box(es)]:  upon examination of the petition and  upon hearing  
 proof and testimony finds the following [check any applicable box(es)]:**

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

- Notwithstanding the issuance of the order of protection or temporary order of protection, the  
 tenant  tenant's child (ren) [specify]:  
 remain(s) 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;
- The tenant has not established to the satisfaction of the Court that, notwithstanding the  
 issuance of the order of protection or temporary order of protection, the  tenant  
 tenant's child (ren) remain(s) 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;

[Applicable to petitions to terminate lease or rental agreement only]:

- The tenant asked the landlord or owner to voluntarily terminate the lease but was refused;
- The tenant did not ask the landlord or owner to voluntarily terminate the lease;
- 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;

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

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

And the Court further finds that [specify]:

**NOW, after examination and inquiry into the facts and circumstances**  **and after hearing the proof and testimony, it is therefore** [Check applicable box(es)]:

**ORDERED, that the petition is DENIED.**

**OR**

**ORDERED, that the petition is GRANTED** and it is further

[Applicable to termination of lease or rental agreement only]:

**ORDERED** that the lease or rental agreement of [specify tenant]:  
for premises located at [specify address, including apartment number, if any]:

is terminated as of [specify date]:<sup>2</sup> and he she shall be released  
from rent and other 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  
[specify date]: provided, however, that the tenant shall not be  
responsible for ensuring that , the person against whom the order of  
protection or temporary order of protection has been issued is not present;

**OR**

[Applicable to severance of lease or rental agreement obligation from co-tenant(s) only]:

**ORDERED** that the co-tenancy of [specify tenant]:

with [specify co-tenant(s) or co-lessee(s)]:

for premises located at [specify address, including apartment number, if any]:

is severed as of [specify date]:<sup>3</sup> and the tenant [specify]:  
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]: ;

And it is further

**ORDERED** that the tenant shall pay all rent and other obligations due and  
owing as of the date of  termination of the lease  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]:<sup>4</sup>

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

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<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

And it is further ORDERED that this Order shall be served on the following landlord or owner [specify]: \_\_\_\_\_ as follows [specify service by Court, by law enforcement agency, by city marshal or by other means]:<sup>5</sup>

And it is further ORDERED that this Order shall be served on the following co-tenant(s) or co-lessee(s) [specify]: \_\_\_\_\_ as follows [specify service by Court, by law enforcement agency, by city marshal or by other means]:<sup>6</sup>

And it is further ORDERED that [specify]: \_\_\_\_\_

ENTER

\_\_\_\_\_  
Judge of the Family Court

Dated: \_\_\_\_\_, \_\_\_\_\_.

PURSUANT TO § 1113 OF THE FAMILY COURT ACT, AN APPEAL FROM THIS ORDER MUST BE TAKEN WITHIN 30 DAYS OF RECEIPT OF THE ORDER BY APPELLANT IN COURT, 30 DAYS AFTER SERVICE BY A PARTY OR THE LAW GUARDIAN UPON THE APPELLANT OR 35 DAYS FROM THE DATE OF MAILING OF THE ORDER TO THE APPELLANT BY THE CLERK OF THE COURT, WHICHEVER IS EARLIEST.

Check applicable box:

- Order mailed on [specify date(s) and to whom mailed ]: \_\_\_\_\_
- Order received in court on [specify date(s) and to whom given]: \_\_\_\_\_

<sup>5</sup> 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.

<sup>6</sup> If an 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.