

What Every Landlord and Tenant Should Know About  
**TENANT'S DUTIES AND LIABILITIES FOR  
CONDITION OF PREMISES**

A tenant in possession has a duty of the landlord to exercise ordinary care to keep the premises in good order and return them at the end of the lease term in the same condition except for ordinary wear and tear. A tenant is liable to the landlord for damages for any injury resulting from the tenant's wrongful acts or failure to exercise ordinary care in the use of the demised premises. A corollary to this principle is that a tenant has a duty to exercise such ordinary care in its possession even against the acts of third persons. Thus, the failure to exercise ordinary care to prevent acts of vandalism of third parties would constitute negligence and a tenant may be held liable for resulting property damages.

74 NY Jur 2d 316 (footnotes omitted).

A tenant is obligated to repair damage which is caused not by ordinary wear and tear, but by his or her wilfull conduct or negligence and which amounts to waste. Failure to make such ordinary repairs as are necessary to prevent waste and decay of premises constitutes waste.

74 NY Jur 2d 317 (footnotes omitted).

Reasonable use and wear includes natural deterioration and decay resulting from time and normal use, but does not include injuries caused by the neglect or misuse of the demised premises by the tenant. This implied obligation is not confined to cases of ordinary and gradual decay, but extends to accidental injuries to the demised premises.

74 NY Jur 2d 334 (footnotes omitted).

The landlord may bring a suit for the tenant's breach of the covenant to keep the premises in good repair either during or after the term of the tenancy.