This \*\*Rental Agreement\*\* contains several clauses that raise potential issues regarding fairness, enforceability, and clarity. Below is an analysis of each section, highlighting points that could affect the agreement's validity or lead to disputes:

### 1. \*\*Location\*\*

- The clause specifies that the premises are located in New York City, making it subject to \*\*New York City’s rent control laws\*\* and other local housing regulations, which may impose restrictions on rent increases and tenant rights.

### 2. \*\*Rental Amount\*\*

- \*\*Unilateral Rent Increases\*\*: This clause allows the Landlord to increase the rent \*\*at any time and without prior notice\*\*, which is \*\*highly problematic\*\*. In many jurisdictions, including New York City, landlords are required to provide tenants with \*\*notice\*\* before increasing rent, and unilateral changes without notice could be deemed \*\*unfair and unenforceable\*\*.

- \*\*Tenant’s Obligation to Comply\*\*: Tenants are obligated to pay the increased amount immediately, which might not be legally enforceable due to the \*\*lack of prior notice\*\*. Tenants generally have a right to challenge rent increases or be given adequate time to decide whether to continue the lease under new terms.

### 3. \*\*Late Fees for Rent\*\*

- \*\*Late Fee of $125\*\*: Charging a flat late fee is common, but the amount ($125) should comply with local regulations. In New York City, \*\*late fees are often capped\*\* to prevent landlords from charging excessive amounts, and this fee may exceed legal limits.

- \*\*5-Day Grace Period\*\*: While a grace period is standard, local laws should be checked to ensure that the five days offered here meet or exceed any \*\*mandatory grace periods\*\* required by New York City or state laws.

### 4. \*\*Security Deposit\*\*

- \*\*Large Deposit and Staged Returns\*\*: The security deposit return is structured unusually, with substantial amounts ($19,666.66) held for extended periods. In New York, \*\*security deposits are typically limited to one month’s rent\*\* and must be returned promptly after the lease ends, barring deductions for damages. The large deposit amount, combined with the delayed return over two years, might violate \*\*New York’s security deposit laws\*\*.

- \*\*No Interest on Security Deposit\*\*: In New York, landlords are often required to place security deposits in \*\*interest-bearing accounts\*\* and pass the interest to the tenant. The clause stating no interest will be paid could conflict with these regulations.

- \*\*Use of Deposit Without Notification\*\*: Allowing the landlord to \*\*use the deposit\*\* at their discretion for unpaid rent or damages without notification could be seen as unfair. Tenants typically have the right to be notified of damages or claims before deductions are made.

### 5. \*\*Keys and Locks\*\*

- \*\*Replacement Fee for Lost Keys\*\*: Charging a fee for lost keys is standard, but \*\*subtracting this from the security deposit\*\* without clear notification or accounting could create \*\*issues of transparency\*\*. Tenants should be informed in advance of deductions made from their security deposit.

- \*\*Prohibition on Lock Changes\*\*: Restricting tenants from changing locks without permission is common. However, in some jurisdictions, tenants may have a \*\*right to change locks for safety reasons\*\*, especially in cases of domestic violence or security concerns.

### 6. \*\*Lease Term\*\*

- \*\*Dates and Month-to-Month Tenancy\*\*: The term is clear, but the clause stating that rent payments after the lease term don’t extend the lease might create confusion. In practice, \*\*acceptance of rent after a lease term\*\* can sometimes be interpreted as a \*\*renewal\*\* or transition to a \*\*month-to-month tenancy\*\*, so this should be clarified further.

### 7. \*\*Option to Extend\*\*

- \*\*Renewal Notice\*\*: The tenant is given the option to extend the lease if they provide \*\*90 days' notice\*\*. However, the extension is \*\*subject to rent increases\*\* at market rates, and while this is common, it would be beneficial to define how market rates are determined to avoid disputes.

### 8. \*\*Permitted Use of Premises\*\*

- \*\*Landlord’s Discretion\*\*: This clause gives the landlord \*\*absolute discretion\*\* to approve or deny any changes to the tenant’s use of the premises. While this is typical, it could be seen as overly restrictive if it limits the tenant’s reasonable ability to adapt the space for different needs over time.

### 9. \*\*Lawful Use of Premises\*\*

- This clause is standard and ensures that the tenant complies with all \*\*applicable laws\*\*. However, there is no mention of what happens if the \*\*landlord fails to maintain the premises\*\* in compliance with health and safety laws, which could shift too much responsibility to the tenant.

### 10. \*\*Governing Law\*\*

- \*\*Subjective Interpretation by Landlord\*\*: This clause is \*\*extremely problematic\*\* as it states that disputes will be governed not only by the laws of the state but also by the \*\*“personal feelings and discretion of the Landlord”\*\*. Such a clause is highly \*\*unusual\*\* and likely \*\*unenforceable\*\*, as contracts must be interpreted according to \*\*objective legal standards\*\*, not personal preferences. This could be struck down by a court as \*\*vague or unconscionable\*\*.

### \*\*Key Concerns and Recommendations:\*\*

- \*\*Unilateral Rent Increase\*\*: This provision should be revised to comply with local laws requiring \*\*adequate notice\*\* before rent increases.

- \*\*Security Deposit\*\*: The amount of the security deposit seems excessive and the delayed return structure may violate state laws. Revisions should ensure compliance with New York City’s deposit rules.

- \*\*Late Fees\*\*: The late fee amount should be checked against local regulations to avoid charging excessive fees.

- \*\*Governing Law Clause\*\*: The clause referring to the landlord’s personal feelings should be removed, as it is unenforceable and creates significant legal uncertainty.

- \*\*Rent Control\*\*: The agreement should explicitly address whether the property is subject to \*\*rent control\*\* or \*\*stabilization laws\*\* in New York City, which would impact rent increases and tenant protections.

This agreement contains several clauses that may conflict with local laws, particularly in New York City. It is recommended that the tenant consult with a legal expert to ensure their rights are protected and that the agreement complies with \*\*New York’s strict tenant protection laws\*\*.