For the specified clause, compare the two accompanying outputs to determine which output is better. Better is determined by assessing the following qualities:

1. Relevance: How relevant was the analysis to the clause provided?
2. Accuracy: Was any of the information misleading or factually incorrect?
3. Completeness: Did the analysis miss significant information or context?
4. Clarity: Was the analysis clearly presented?
5. Overall Quality: How would you rate the overall quality of this analysis?

Indicate your preference for each clause in the last column of the table below.

| **#** | **Clause** | **Output 1** | **Output 2** | **Preferred Output** |
| --- | --- | --- | --- | --- |
| 1 | "Property is Not Furnished." | **Low Risk  Regulation(s):** None  **Classification:** Enforceable  **Explanation:** This clause states that the property is not furnished, which is not regulated by law.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | Low Risk The tenant is responsible for furnishing the apartment. No legal risk. |  |
| 2 | "No Utilities & Services" | **High Risk  Regulation(s):** Multiple Dwelling Law § 79; Multiple Residence Law § 173; NYC Admin. Code § 27-2029  **Classification:** Unenforceable under certain conditions  **Explanation:** This clause does not provide utilities and services, which may be required by law. For example, the landlord is required to provide heat and hot water.  **Linguistic Traits:** Undue Generality  **Suggested Improvement:**  Consider adding language to specify the utilities and services that are included in the rent, such as "Landlord shall provide heat, hot water, and electricity as required by law." | Low Risk  The tenant is responsible for arranging and paying for all utilities and services. This is standard but can be a significant additional cost. |  |
| 3 | "No Early Move-in" | **Low Risk  Regulation(s):** None  **Classification:** Enforceable  **Explanation:** This clause does not allow for early move-in, which is not regulated by law.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | Low Risk The tenant cannot move in before the lease start date. Standard clause. |  |
| 4 | "Late fee: Fixed Amount. $50 for each occurrence" | **Medium Risk  Regulation(s):** Real Property Law § 238-a  **Classification:** Enforceable in most contexts  **Explanation:** This clause charges a late fee of $50, which is allowed by law. However, the law also requires that the late fee not exceed 5% of the monthly rent or $50, whichever is less.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  Consider adding language to specify the conditions under which the late fee is charged, such as "A late fee of $50 or 5% of the monthly rent, whichever is less, shall be charged for each occurrence." | High Risk  A fixed late fee is standard, but in New York, late fees are capped at $50 or 5% of the monthly rent, whichever is less. If the rent is less than $1,000, this clause may violate New York law.  Suggested Change Replace: "Late fee: Fixed Amount. $50 for each occurrence" with "Late fee: $50 or 5% of the monthly rent, whichever is less, for each occurrence, in accordance with New York law." |  |
| 5 | “Tenant waives the right to bring a declaratory judgment action with respect to any provision of this lease." | **High Risk  Regulation(s):** Real Property Law § 259-c  **Classification:** Unenforceable  **Explanation:** This clause waives the tenant's right to a declaratory judgment action, which is prohibited by law.  **Linguistic Traits:** Lexical Ambiguity, Undue Generality  **Suggested Improvement:**  Remove this clause, as it is prohibited by law. | High Risk  This is a high-risk clause. Waiving the right to seek a declaratory judgment limits the tenant's ability to challenge the legality or enforceability of lease provisions in court. Such waivers are generally disfavored and may be unenforceable under New York law, as tenants cannot be forced to waive statutory rights.  Suggested Change Remove: Tenant waives the right to bring a declaratory judgment action with respect to any provision of this lease. |  |
| 6 | "Tenant shall not assign the lease or sublet the premises without the landlord's prior written consent" | **Medium Risk  Regulation(s):** Real Property Law § 226-b  **Classification:** Enforceable in most contexts  **Explanation:** This clause restricts the tenant's right to assign or sublet, which is regulated by law. The landlord's prior written consent is required, but the clause does not provide any further details or exceptions.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  Consider adding language to specify the conditions under which assignment or subletting is allowed or prohibited, such as "Tenant shall not assign the lease or sublet the premises without the prior written consent of the Landlord, which shall not be unreasonably withheld." | Medium Risk This is a standard clause, but under New York law, tenants in buildings with four or more units have a statutory right to request subletting, and landlords cannot unreasonably withhold consent. The clause should reflect this statutory right.  Suggested Change Replace: "Tenant shall not assign the lease or sublet the premises without the landlord's prior written consent." with "Tenant shall not assign the lease or sublet the premises without the landlord's prior written consent, which shall not be unreasonably withheld in accordance with New York law." |  |
| 7 | **"**Tenant must provide written notice of intent to vacate at least 60 days prior to lease termination.**"** | **Medium Risk  Regulation(s):** General Obligations Law § 5-905  **Classification:** Enforceable in most contexts  **Explanation:** This clause requires the tenant to provide written notice of intent to vacate, which is allowed by law. However, the required notice period may vary depending on the type of tenancy and the location.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  Consider adding language to specify the notice period required by law, such as "Tenant must provide written notice of intent to vacate at least [insert number] days prior to lease termination, as required by law." | Medium Risk  A 60-day notice period is longer than the standard 30 days in New York for most leases. This could be burdensome for the tenant and is not required by law unless specifically agreed. The tenant should negotiate for a 30-day notice period.  Suggested Change Replace: "Tenant must provide written notice of intent to vacate at least 60 days prior to lease termination." with "Tenant must provide written notice of intent to vacate at least 30 days prior to lease termination, unless otherwise required by law." |  |
| 8 | **"**Tenant shall not withhold rent for any reason without the landlord's prior written consent.**"** | **High Risk  Regulation(s):** Real Property Law § 235-b  **Classification:** Unenforceable under certain conditions  **Explanation:** This clause restricts the tenant's right to withhold rent, which is regulated by law. The tenant has the right to withhold rent if the landlord breaches the warranty of habitability.  **Linguistic Traits:** Lexical Ambiguity, Undue Generality  **Suggested Improvement:**  Consider adding language to specify the conditions under which rent withholding is allowed, such as "Tenant shall not withhold rent except in cases where the Landlord has breached the warranty of habitability, as provided by law." | High Risk  This clause is problematic. Under New York law, tenants have the right to withhold rent if the landlord fails to provide essential services or maintain habitable conditions. This clause attempts to waive that right, which is unenforceable.  Suggested Change Remove: Tenant shall not withhold rent for any reason without the landlord's prior written consent. |  |
| 9 | “Tenant shall be responsible for all attorney fees incurred due to breach of this lease agreement” | **Medium Risk  Regulation(s):** Real Property Law § 234  **Classification:** Enforceable in most contexts  **Explanation:** This clause makes the tenant responsible for attorney fees, which is allowed by law. However, the law also provides that the tenant has a reciprocal right to recover attorney fees if the landlord breaches the lease.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  Consider adding language to specify the reciprocal right to recover attorney fees, such as "Tenant shall be responsible for all attorney fees incurred due to breach of this lease agreement, and Landlord shall be responsible for all attorney fees incurred due to breach of this lease agreement by Landlord." | High Risk  This is a high-risk clause. It makes the tenant liable for all attorney fees if they breach the lease, but does not provide for reciprocal rights if the landlord breaches. In New York, such clauses must be reciprocal to be enforceable.  Suggested Change Replace: "Tenant shall be responsible for all attorney fees incurred due to breach of this lease agreement." with "In the event of any legal action arising from this lease, the prevailing party shall be entitled to reasonable attorney fees." |  |
| 10 | "Landlord may terminate tenancy with a 30-day notice without cause." | **Medium Risk  Regulation(s):**Real Property Law § 232-a; Real Property Law § 232-b  **Classification:** Enforceable in most contexts  **Explanation:**This clause allows the landlord to terminate the tenancy without cause, which is regulated by law. The required notice period may vary depending on the type of tenancy and the location.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  Consider adding language to specify the notice period required by law, such as "Landlord may terminate tenancy with a [insert number]-day notice without cause, as provided by law." | High Risk  This is a high-risk clause. In New York, especially for rent-stabilized or rent-controlled apartments, and in many cases for market-rate leases, landlords cannot terminate a lease without cause during the lease term. This clause may be unenforceable and should be clarified to comply with New York law.  Suggested Change Replace: "Landlord may terminate tenancy with a 30-day notice without cause." with "Landlord may terminate tenancy only in accordance with applicable New York law, which may require cause and proper notice." |  |
| 11 | "Tenant shall be liable for early termination fees as specified" | **Low Risk  Regulation(s):** None  **Classification:** Enforceable  **Explanation:** This clause makes the tenant liable for early termination fees, which is a standard lease provision.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | High Risk  The clause references early termination fees but does not specify the amount or calculation method. This lack of specificity is risky for the tenant, as it could lead to arbitrary or excessive charges.  Suggested Change Replace: "Tenant shall be liable for early termination fees as specified" with "Tenant shall be liable for early termination fees only as specifically detailed in this agreement, and such fees shall be reasonable and in accordance with New York law." |  |
| 12 | "Landlord may enter and remove tenant's belongings if rent is unpaid for 30 days." | **High Risk  Regulation(s):** Real Property Law § 235; RPAPL § 749  **Classification:** Unenforceable under certain conditions  **Explanation:** This clause allows the landlord to enter and remove the tenant's belongings if rent is unpaid, which is regulated by law. However, the landlord must follow specific procedures and provide notice to the tenant before taking such action.  **Linguistic Traits:** Lexical Ambiguity, Undue Generality  **Suggested Improvement:**  Consider adding language to specify the procedures and notice required by law, such as "Landlord may enter and remove tenant's belongings if rent is unpaid for 30 days, after providing written notice to the tenant and following the procedures set forth in [insert relevant law or regulation]." | High Risk  This is a high-risk and likely illegal clause. In New York, landlords cannot remove a tenant's belongings or take possession without a court order, even if rent is unpaid. This clause attempts to bypass the legal eviction process and is unenforceable.  Suggested Change Remove: Landlord may enter and remove tenant's belongings if rent is unpaid for 30 days. |  |
| 13 | "No Subletting Allowed." | **Medium Risk  Regulation(s):** Real Property Law § 226-b  **Classification:** Enforceable in most contexts  **Explanation:** This clause restricts the tenant's right to sublet, which is regulated by law. However, the clause does not provide any further details or exceptions, which may be required by law.  **Linguistic Traits:** Undue Generality  **Suggested Improvement:**  Consider adding language to specify the conditions under which subletting is allowed or prohibited, such as "Tenant shall not sublet the premises without the prior written consent of the Landlord, which shall not be unreasonably withheld." | Medium Risk  This clause prohibits the tenant from subletting the premises under any circumstances. While this is a common clause, it can be restrictive if the tenant needs to vacate temporarily or share the space. In New York, absolute bans on subletting may be subject to statutory limitations, especially in buildings with four or more units, where tenants have a right to request subletting and landlords cannot unreasonably refuse.  Suggested Change Replace: "No Subletting Allowed" with "Subletting is not permitted without the landlord's prior written consent, which shall not be unreasonably withheld in accordance with applicable New York law." |  |
| 14 | "Tenant must provide written notice of intent to vacate at least 60 days prior to lease termination." | **Medium Risk  Regulation(s):** General Obligations Law § 5-905  **Classification:** Enforceable in most contexts  **Explanation:** This clause requires the tenant to provide written notice of intent to vacate, which is allowed by law. However, the required notice period may vary depending on the type of tenancy and the location.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  Consider adding language to specify the notice period required by law, such as "Tenant must provide written notice of intent to vacate at least [insert number] days prior to lease termination, as required by law." | Medium Risk  A 60-day notice period is longer than the standard 30 days in New York for most leases. This could be burdensome for the tenant and is not required by law unless specifically agreed. The tenant should negotiate for a 30-day notice period.  Suggested Change Replace: "Tenant must provide written notice of intent to vacate at least 60 days prior to lease termination." with "Tenant must provide written notice of intent to vacate at least 30 days prior to lease termination, unless otherwise required by law." |  |
| 15 | "Tenant agrees to indemnify the Landlord against all liabilities arising from the Tenant's use of the premises." | **Medium Risk  Regulation(s):** General Obligations Law § 5-321  **Classification:** Enforceable in most contexts  **Explanation:** This clause requires the tenant to indemnify the landlord against liabilities, which is allowed by law. However, the clause may be subject to certain limitations and exceptions.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  Consider adding language to specify the limitations and exceptions, such as "Tenant agrees to indemnify the Landlord against all liabilities arising from the Tenant's use of the premises, except to the extent caused by the Landlord's negligence or breach of this lease agreement." | Medium Risk This is a standard indemnification clause, but it could be interpreted broadly to include liabilities not caused by the tenant's negligence or misconduct. The clause should be limited to liabilities arising from the tenant's negligence or willful misconduct.  Suggested Change Replace: "Tenant agrees to indemnify the Landlord against all liabilities arising from the Tenant's use of the premises." with "Tenant agrees to indemnify the Landlord against all liabilities arising from the Tenant's negligence or willful misconduct in the use of the premises." |  |
| 16 | "No Renters Insurance Requirement" | **Low Risk  Regulation(s):** None  **Classification:** Enforceable  **Explanation:** This clause does not require the tenant to obtain renters insurance, which is not mandated by law.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | Low Risk The absence of a renters insurance requirement means the tenant is not obligated to obtain insurance, which is standard. However, the tenant should be aware that their personal property is not protected by the landlord's insurance. This is not a risk to the tenant's legal position, but the tenant should consider obtaining their own insurance. |  |
| 17 | "No Pets Allowed" | **Medium Risk  Regulation(s):** NYC Admin. Code § 27-2009.1(b); Westchester County Laws, Chapter 695.11  **Classification:** Enforceable in most contexts, Unenforceable under disability laws  **Explanation:** This clause prohibits pets in the rental unit, which is allowed by law. However, there are exceptions for service animals and emotional support animals, which are not mentioned in this clause.  **Linguistic Traits:** Undue Generality  **Suggested Improvement:**  Consider adding language to specify the exceptions for service animals and emotional support animals, such as "No pets allowed, except for service animals and emotional support animals as required by law." | Low Risk A strict no-pets policy is standard but can be restrictive. In New York City, if a tenant openly keeps a pet for three months and the landlord does not object, the no-pet clause may become unenforceable under the 'three-month rule.' |  |
| 18 | "No Parking Provided." | **Low Risk  Regulation(s):** None  **Classification:** Enforceable  **Explanation:** This clause does not provide parking for the tenant, which is not required by law.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | Low Risk This clause simply clarifies that parking is not included. No legal risk to the tenant. |  |
| 19 | "No Common Areas." | **Low Risk  Regulation(s):** None  **Classification:** Enforceable  **Explanation:** This clause does not provide common areas for the tenant, which is not required by law.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | Low Risk This means the tenant will not have access to shared spaces. This is standard for some apartment types but may affect quality of life. |  |
| 20 | "Move-In Inspection is Required" | **Low Risk  Regulation(s):**None  **Classification:** Enforceable  **Explanation:**This clause requires a move-in inspection, which is a good practice but not mandated by law.  **Linguistic Traits:**Not applicable  **Suggested Improvement:**  No changes needed. | Low Risk This is beneficial to the tenant, as it helps document the condition of the property at move-in and can protect against unfair security deposit deductions. |  |
| 21 | "Property Has No Appliances" | **Low Risk  Regulation(s):** None  **Classification:** Enforceable  **Explanation:** This clause states that the property does not have appliances, which is not regulated by law.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | Low Risk The tenant should be aware that they will need to provide their own appliances. This is not a legal risk but may affect living costs. |  |
| 22 | Tenant agrees to pay all rent and additional charges promptly on the first day of each month. | **Low Risk  Regulation(s):** None  **Classification:** Enforceable  **Explanation:** This clause requires the tenant to pay rent and additional charges on time, which is a standard lease provision.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | Low Risk  This is standard and expected in a lease agreement. |  |
| 23 | "Tenant shall not engage in any unlawful activity on the premises." | **Low Risk  Regulation(s):** None  **Classification:** Enforceable  **Explanation:** This clause prohibits unlawful activity on the premises, which is a standard lease provision.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | Low Risk  This is a standard clause and poses no risk to the tenant. |  |
| 24 | "Landlord shall provide habitable premises and address necessary repairs promptly." | **Low Risk   Regulation(s):** Real Property Law § 235-b  **Classification:** Enforceable  **Explanation:** This clause requires the landlord to provide habitable premises and make repairs, which is mandated by law.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | Low Risk  This is a standard and beneficial clause for the tenant, reflecting the landlord's legal obligations. |  |
| 25 | "Landlord reserves the right to lease adjacent spaces and is not responsible for disturbances arising therefrom." | **Low Risk  Regulation(s):** None  **Classification:**Enforceable  **Explanation:**This clause reserves the landlord's right to lease adjacent spaces and disclaims responsibility for disturbances, which is a standard lease provision.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | This is standard, but the tenant should be aware that the landlord is not liable for disturbances from other tenants. However, if disturbances rise to the level of a breach of the warranty of habitability, the landlord may still be responsible under New York law. |  |
| 26 | "Tenant agrees to maintain the premises in good repair and comply with all applicable housing regulations." | **Low Risk**  **Regulation(s):** Multiple Dwelling Law § 78; Multiple Residence Law § 174  **Classification:** Enforceable  **Explanation:** This clause requires the tenant to maintain the premises and comply with housing regulations, which is mandated by law.  **Linguistic Traits:** Not applicable  **Suggested Improvement:**  No changes needed. | This is standard and expected of tenants. |  |

Additional comments: