



**RENT STABILIZED LEASE**  
**ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND**  
**LANDLORDS UNDER THE RENT STABILIZATION LAW. (LOS DERECHOS Y**  
**RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTÁN DISPONIBLE EN ESPAÑOL.)**

**Owner and Renter make this apartment lease agreement as follows:**

**Owner's Name:** hamza

**Owner's Address for Notices:** \_\_\_\_\_

**Renter's Name:** \_\_\_\_\_ **Social Security #:** \_\_\_\_\_

2. **Social Security #:**

**Renter's Present Address:** \_\_\_\_\_

**Address of Premises to Be Rented:** Johar Town, P Block Park, F77C+RQH, Block P Block P Pha

**Apt. No.: Term of This Lease (Checkone):** years **^Monthly Rent:\$** 0.001 Ether

**Date of Lease:** \_\_\_\_\_ **Beginning:** \_\_\_\_\_ **Ending:** \_\_\_\_\_

\* If a preferential rent is being charged, the amount of the preferential rent is set forth in the attached rider.

1. **HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease.

2. **CONDITION "AS IS":** Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety.

3. **USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the primary residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the applicable provisions of law. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

**Name:** \_\_\_\_\_ **Birth Date:** \_\_\_\_\_ **Relation to Renter:** \_\_\_\_\_



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.

5. **RENT, ADDED RENT, RENT ADJUSTMENTS:** a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease. b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent. c. If this apartment is subject to the rent stabilization laws, the rent to be paid during the term of this lease may be adjusted, prospectively or retroactively, pursuant to an order of the New York State Division of Housing and Community Renewal (DHCR). Renter agrees to be bound by such determination, and to pay any increase in rent in the manner specified by the agency. In the event the applicable rent guideline has not been fixed by the Rent Guidelines Board (RGB) by the date the lease is executed, the rent provided for in this lease may be increased or decreased retroactively to the commencement date of the lease consistent with orders issued by the RGB. Added rent as defined herein shall include, but is not limited to:



6. **FAILURE TO PAY RENT ON DUE DATE:** Rent is due by the first day of each month. Payment after the 5th day of each month shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late payments in any twelve month period shall be deemed to be a failure to comply

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment. Such notice must be furnished by Renter to Owner within 10 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by §27-2075 of the Housing Maintenance Code or by §235-f of the Real Property Law, whichever is less.

4. **RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30

with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.

**7. FEE FOR LATE PAYMENT:** Due to administrative

inconvenience and costs incurred due to late payment of rent, Renter agrees to pay the sum of \$ \_\_\_\_\_ per month in any month in which the rent is tendered after the late payment date, as added rent. Although Owner is charging a late charge, Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.

**8. DISHONORED CHECK FEE:** If Renter pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, Renter will be responsible to pay Owner a dishonored check fee of \$ \_\_\_, in addition to the fee for late payment. This fee is added rent.

**9. SECURITY:** Renter has given a security deposit to Owner at the time of Renter's signing of this lease in the sum of

\$ \_\_\_\_ which is equal to one month's rent. If required by law, the account will bear interest at the banking institution's prevailing rate. If Renter carries out all of Renter's obligations under the terms of this lease, an annual payment of accrued interest will be made by the banking institution to the Renter, less 1% interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this lease. If Renter carries out all of Renter's obligations under this lease, and if the apartment is returned to Owner at the expiration of the lease term in the same condition as when rented by Renter, ordinary wear and tear excepted, Renter's security deposit will be returned in full to Renter, with accrued interest thereon, within 30 days of Renter vacating. If this lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Renter shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Renter or to the new Owner or lessee, at Owner's election. If Owner remits the security deposit to the new Owner or lessee, Renter agrees to seek the return of the security deposit from the new Owner or lessee, and releases Owner from any claim to the security deposit. Renter shall not use the security on deposit to pay the last month's rent of the lease term. Owner may use security deposit in full or in part if necessary to pay for unpaid rent, damage or loss due to re-renting over the course of this lease.

**10. SUBLETTING/ASSIGNMENT:** Renter shall not assign the apartment in whole or in part. Renter shall not sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this lease to occupy the apartment subject to the provisions of the Rent Stabilization Law and Real Property Law §235-f and §226-b. A sublet without consent, or any assignment shall constitute a default of this lease.

**11. SERVICES:** Owner will provide services which are required by law. The following services and utilities are the responsibility of Renter unless otherwise indicated below:

→ Electricity:

Cable TV:

Gas: Other:

Telephone:

**12. OWNER'S INABILITY TO PROVIDE SERVICE:** If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Renter's obligations under this lease, including the obligation to pay rent without abatement, shall remain in effect.

**13. REP AIRS:** Renter is responsible for the proper maintenance of the apartment. Renter must, at its sole cost and expense, repair or replace anything in the apartment requiring repair or replacement as a result of Renter's actions or neglect. If Renter fails to effectuate such repair or replacement Owner may do so at

the Renter's expense. The cost of such repair or replacement shall be added rent. Renter will reimburse Owner all costs incurred by Owner to remedy damages to the apartment or the building caused by Renter, members of Renter's family, Renter's guests or Renter's household staff. Such sums shall be added rent.

**14. AC CESS:** Owner shall be permitted to enter the apartment at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building at Owner's sole discretion, and for the inspection of the apartment. In the event of an emergency which affects the safety of the renters in the building or which may cause damage to the building, Owner may enter the premises without prior notice to Renter. Failure to provide access is a substantial violation of this lease.

**15. LIABILITY OF RENTER:** Renter shall pay all sums incurred by Owner, in the event Owner is held liable for damages resulting from any act by Renter.

**16. FIRE AND CASUALTY DAMAGE:** Renter is required to advise Owner immediately in the event of fire or other casualty which renders the apartment partially or wholly unfit for occupancy. Owner shall repair the premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the premises are usable, Renter must pay rent for the usable part. If the premises are damaged where Owner feels that the apartment is beyond repair, the term of this lease shall end and Renter must vacate the apartment. If the fire or casualty was caused by Renter's actions, the costs of the repairs shall be repaid to Owner by Renter as added rent.

**17. RENTER DEFAULT:** In the event Renter does not comply with any obligations of this lease, creates a nuisance, engages in conduct detrimental to the safety of other renters, intentionally damages the property, or is disturbing to other renters, then Owner may terminate the tenancy and lease upon ten days written notice to Renter. Notwithstanding the foregoing, Owner shall not be required to give preliminary notice to Renter prior to initiating a non-payment summary proceeding except such notice as may be required by law. Any demand for rent may be made orally or in writing at the option of Owner.

**18. EARLY TERMINATION OF LEASE:** If this lease is canceled as set forth in paragraph "17," Renter must pay "use and occupancy" (in an amount equivalent to monthly rent) until Renter vacates the apartment. If Renter vacates the apartment prior to the expiration of the lease term, Renter shall be liable for "use and occupancy" until the expiration of the lease term or until such time as the apartment is re-rented, whichever is sooner. After Renter vacates, Owner may re-rent the apartment for the remainder of the lease term, or for a period shorter than or greater than the term of this lease at a monthly rental which may be more or less than the monthly rental specified on page one of this lease. If the apartment is re-rented for less than the monthly rental specified above, Renter shall be liable for the difference between Renter's monthly rent and the new rental amount, until such time as the balance of the term of this lease expires. In addition, Renter shall be liable for all expenses incurred in connection with the re-renting of the apartment, including but not limited to broker's fees, advertising costs and cleaning expenses.

**19. LEGAL FEES (Owner's Option):**

In the event either Owner or Renter incurs legal fees and/or court costs in the enforcement of any of Owner's or Renter's rights under this lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.

If the above box is not checked, Renter shall be liable to Owner in the event Owner incurs legal fees in the enforcement of any of Owner's rights under this lease or pursuant to law. Renter shall be liable to Owner for such legal fees and/or court costs as added rent.

**20. NO JURY TRIAL:** In any legal proceeding arising under the

terms of this lease, whether instituted by Owner or Renter, the parties agree to give up the right to a trial by a jury. **The right to a trial by jury is an important right of Renter, and Renter is agreeing not to demand a trial by jury.** The foregoing is not intended to prohibit a demand for a trial by jury in actions for personal injury or damage to property.

**21. NO COUNTERCLAIMS:** In any action by Owner seeking recovery of the apartment, Renter shall not make a counterclaim against Owner relating to any matter other than a claim that Owner has not properly maintained the condition of the building or apartment. Renter shall be required to bring an independent action on any other counterclaim.

**22. RE-ENTRY:** If Renter is dispossessed by legal action Owner may enter the apartment without being liable for re-entry, and may re-rent the apartment. Renter will be liable to Owner for any and all expenses related to the entering, repairing, redecorating and re-renting. Renter waives the right to re-enter the apartment after a final order or judgment in any action is signed or after Renter is removed from the leased apartment.

**23. ABANDONMENT:** The removal of all or a substantial part of Renter's furniture from the apartment or any other indications that the apartment has been vacated shall be deemed an abandonment by Renter and Owner may then re-enter and take possession of the apartment, repair and redecorate it for the purpose of re-renting, whether or not Renter has surrendered the keys. Such taking by Owner shall not be deemed to relieve Renter from liability to pay the rent. Renter releases Owner from any and all claims for damages by reason of such re-entry.

**24. WINDOW CLEANING:** Renter shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

**25. COMMON AREAS:** Renter shall not place baby carriages, bicycles or any other property in or on fire escapes, sidewalks, enhances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.

**26. GARBAGE AND REFUSE:** Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window of the building. Renter shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators, elevator shafts or any other public areas. Renter shall not place any articles of refuse outside the apartment or outside the building except in safe containers and only at places designated by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to properly recycle.

**27. KEYS:** Renter must provide a key to any and all locks to Renter's apartment to Owner, and Owner must pay to Renter the reasonable cost of the keys. Renter shall not install a double-keyed cylinder in any lock to Renter's apartment.

**28. NO PETS:** Renter acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and lease.

**29. SMOKE ALARMS:** Renter acknowledges that the apartment being rented has smoke alarm(s) in proper working order.

**30. WINDOW GUARDS:** Renter hereby agrees to notify Owner if any child who is ten years of age or under occupies this apartment so that Owner may install window guards in each window of the apartment in accordance with law, which shall be at tenant's expense. Renter shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to permit

Owner to install window guards.

**31 .PEELING PAINT:** Renter hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.

**32. END OF TERM-MOVING OUT:** At the end of this lease term, Renter shall leave the apartment clean and in good order, reasonable wear and tear excepted. Renter shall remove all of Renter's personal possessions from the apartment after Renter has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Renter agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

**33. FACILITIES:** Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

**34. NOTICES:** All notices, which include bills and/or other statements with respect to this lease, must be in writing. Notices to Renter shall be sent to Renter at the apartment by regular mail except that any notice alleging failure to comply with any terms of this lease shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the address on this lease, or to such other address as Owner shall advise Renter in writing. Notices will be considered delivered on the date mailed.

**35. ALTERATIONS:** At least 80% of the floor area of each room, except for kitchens and bathrooms, shall be covered with rugs or carpeting. Renter may not paste or nail any carpet, tile or linoleum to the floors. Renter shall not apply wallpaper or other wall covering to the walls or ceilings. When Renter vacates the apartment, it shall be left painted in the same color as when rented. Renter shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment without the written consent of Owner. If Renter is permitted and does install a window air conditioner, Owner is entitled to receive a rent increase in accordance with law. The rent increase is payable to Owner as added rent beginning on the first day of the month following installation.

**36. DEPOSIT OF RENT:** If Owner commences legal proceedings against Renter, Renter may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Renter.

**37. POOL AND RECREATION AREAS:** Permission to use any pool and/or recreation areas, including a playroom and health club, must be in writing. Owner may revoke permission at any time. Renter must pay all fees imposed by Owner.

**38. TERRACES AND BALCONIES:** The apartment may have a terrace or balcony. The terms of this lease apply to the terrace or balcony as if the terrace or balcony are part of the apartment. Owner may make special rules for the terrace and balcony. Owner will notify Renter of such rules. The failure of Renter to comply with such rules shall constitute a substantial violation of the lease. Renter must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Renter may not keep plants or install a fence or any addition on the terrace or balcony. If Renter does so, Owner has the right to remove and store them at Renter's expense.

**39. BATHROOM AND PLUMBING FIXTURES:** The bathrooms, toilets, wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

**40. ELEVATORS:** All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Renter. The service

elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.

**41. LAUNDRY:** Laundry machines if any, provided by Owner, shall be used by Renter in tire manner and at the times that Owner may designate. Renter shall not dry or air clothes on the roof or on die terrace or balcony, if any. Renter may use laundry machines, if any, at their own risk.

**42. OBJECTIONABLE CONDUCT:** Renter, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Renter or other occupants. Renter shall not make or permit any disturbing noises in the apartment or building or permit anything to be done that will interfere with the rights, comfort or convenience of other renters. Renter shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.

**43. NO PROJECTIONS:** Renter may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window.

**44. MOVING:** Renter can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Renter in moving because of delays caused by unavailability of the elevator. Renter shall be liable for any damage caused to the building or the apartment during such move.

**45. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY:** Renter represents that he is not subject to foreign sovereign or diplomatic immunity. Renter expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Renter expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Renter, wherever they are located.

**46. MILITARY STATUS:** Renter represents that he is not in the United States military, and is not dependent upon a member of the United States military. Renter must notify Owner within ten days of enlistment in the military.

**47. PARTIES BOUND:** This lease agreement is binding on Owner and Renter, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Renter.

**48. FORMS:** Renter agrees to complete any and all forms that may be requested by Owner from time to time.

**49. SUBORDINATION:** The rights of Renter, including all rights granted under the terms of this lease are, and shall be, subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

**50. SINGULAR/PLURAL and JOINT/SEVERAL:** The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one entity is renting the apartment, their obligations shall be joint and several.

**51. CONDEMNATION/EMINENT DOMAIN:** If the building, or any part of the building, is taken of condemned by a public authority or government agency, this lease will end on the date of such taking. In such event, Renter will have no claim for damages against Owner based upon such taking, and Renter will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Renter of such government taking.

**52. CONSTRUCTION/CONVENIENCE:** Neighbormg buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Renter, nor shall Renter seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining Owners' properties.

**53. NO WAIVER:** The failure of Owner to insist at any time upon strict performance of any clause in this lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this lease is not a waiver of the breach.

**54. CREDIT REPORTS:** Renter authorizes Owner to use the Social Security number of Renter to obtain any and all credit reports for the purpose of the initial lease or any renewal thereof now and no more than five years after the expiration of this lease or any renewal thereof, and fully understands that these reports will be used by owner in connection with Renter's occupancy of the apartment.

**55. ENTIRE AGREEMENT:** Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter.

If any part of this lease is determined to be unlawful, the remaining provisions of the lease will remain valid and in full force and effect.



Owner/Agent (on behalf of Owner)



Renter

Renter

## **RIDER TO LEASE**

This rider dated \_\_\_\_\_ shall be deemed to be incorporated into and made a part of the lease between \_\_\_\_\_ (collectively “Tenant” or “Renter”) and UPACA (collectively “Landlord” or “Owner”), regarding the rental of Apartment # (the “Apartment”) located at \_\_\_\_\_.

Any inconsistency between the terms of this rider and the lease shall be resolved in favor of this rider.

### **1. Renters Insurance**

Tenant agrees to secure “renters” insurance to protect Tenant and its invitees against loss or damage with minimum limits of \$ \_\_\_\_\_ per occurrence for bodily or personal injury and \$ \_\_\_\_\_ per occurrence with respect to property damage or such greater amount as is necessary to fully cover the value of any property that Tenant or its invitees may have or bring into the Apartment. Tenant agrees to name the Owner and management company as “additional insured” on such policy. Tenant further agrees that in the event Tenant or its invitees suffer any damage or loss to their property or for bodily or personal injury, Tenant shall file a claim with its renters insurance carrier and shall not look to Owner for compensation. Owner shall not be held liable for any damage to Tenant’s property or for bodily or personal injury except in the case of Owner’s gross negligence.

If the Apartment is located on either the ground level or the basement/garden level of the building, Tenant agrees to secure flood insurance (in addition to standard renters insurance which typically does not cover flood damage) to cover the full value of all its furniture, property, and other belongings kept in the Apartment. Tenant understands and acknowledges that lower level apartments may flood. Owner shall not be held responsible for any damage to Tenant’s furniture, property or other belongings in the event of a flood in the Apartment.

### **2. End of Term/Vacate Notice/ Month to Month Tenancy**

A) At the end of the lease term, Tenant shall leave the Apartment clean and in good repair, reasonable wear and tear excepted. Renter shall remove all of Renter’s personal possessions from the Apartment after Tenant has vacated. If any property remains in the Apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Tenant agrees to pay any expenses incurred by Owner as a result of Owner’s disposition of said property and for any repairs required for damage in the Apartment beyond reasonable wear and tear.

B) Tenant agrees to give written or e-mailed notice to Owner of their intent to either renew the lease or vacate the premises at least forty-five (45) days before the expiration date of the lease. If Tenant does not provide Owner with at least forty-five (45) days advance notice of their intent to either renew the lease or vacate the apartment upon the expiration date of the lease, then Tenant hereby agrees to forfeit their security deposit in order to defray Owner’s costs, expenses and lost rent as a result of Tenant’s failure to provide advance notice of their intentions. During the last 45

days of the term, Tenant agrees that Owner or its agents may show the Apartment to prospective renters at all reasonable times and with reasonable notice. Tenant acknowledges that failure to cooperate with Owner in showing the Apartment to prospective renters will financially harm Owner. If Tenant refuses access to the Apartment more than two (2) times during the last 45 days of the lease term, then Tenant agrees to forfeit its security deposit to compensate Owner for the harm Tenant has caused Owner.

C) In order to properly effectuate Tenant's move out of the Apartment, Tenant must schedule a move-out appointment/inspection with management staff or the superintendent of the building. Tenant understands and acknowledges that if Tenant vacates the Apartment without scheduling a move-out appointment, Owner/management will have no knowledge of Tenant vacating the Apartment. In this instance, Tenant shall continue to be billed for, and shall be responsible to pay, rent and additional rent until Owner is notified of Tenant vacating the Apartment and Owner has had the opportunity to inspect the Apartment.

D) Tenant agrees that if he/she/they remain in the Apartment beyond the term of the lease without signing a renewal lease, Tenant will be charged and agrees to pay a one-time holdover fee of \$ plus a 15% month-to-month fee on top of the most recent rent for each month Tenant remains in possession of the Apartment after the lease term expires. At Owner's option Tenant will either i) be considered a month-to-month tenant and remain in the Apartment on a month-to-month basis until either party provides the other with forty-five (45) days notice to vacate, or ii) Owner may demand that Tenant vacate the Apartment immediately and take whatever legal action Owner deems necessary to remove Tenant from the Apartment. If Owner demands that Tenant vacate the Apartment at the end of the term and Tenant holds over in the Apartment, Tenant must still pay the \$500.00 holdover fee and the 15% increase on top of the rent in effect at the expiration of the lease term. Upon notice to vacate by either party is provided to the other party, Owner's right to show the Apartment to prospective renters and/or brokers as described in section (B) above shall apply.

E) If Tenant holds over in the Apartment beyond the expiration date of the lease without Owner's written consent, and subsequently vacates the Apartment during the month following the lease expiration date, no matter how many days in such month Tenant actually remains in the Apartment, Tenant shall be responsible to pay rent and additional rent for the entire month and shall be subject to all holdover and month-to-month fees outlined in paragraph (D) above.

### **3. Early Lease Termination**

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Under no circumstance shall Owner be required to consent to an early termination of the lease except as required by law. Owner has certain procedures Tenant may undertake in order to terminate the lease prior to the expiration of the lease term. Tenant must consent to Owner's terms in order to terminate the lease prior to its expiration date. Owner's consent to an early lease termination shall be at Owner's sole discretion.

#### **4. Pet Policy**

All current or future pets are subject to permission by Owner in its sole discretion. There are weight and breed restrictions. If pet is permitted by Owner, Tenant shall execute a separate "Pet Rider", pay a \$ monthly pet fee and give to Owner additional security before the pet is allowed in the Apartment.

#### **5. Joint and Several Liability**

In the event that there is more than one person named as Tenant on the lease, all such persons agree that they shall be held jointly and severally liable to Owner for any and all of Tenant's obligations under the lease.

X  
Tenant

Tenant

By: \_\_\_\_\_  
Landlord

Tenant



State of New York  
Division of Housing and Community Renewal  
Office of Rent Administration  
Gertz Plaza  
92-31 Union Hall Street  
Jamaica, New York 11433  
Web Site: [www.hcr.ny.gov](http://www.hcr.ny.gov)

Revision Date: December 2022

**Emergency Tenant Protection Act (ETPA) STANDARD LEASE ADDENDA  
For Rent Stabilized Tenants**

**FAILURE BY AN OWNER TO ATTACH A COPY OF THIS ADDENDA TO THE TENANT'S  
LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS**

**NOTICE**

This Addenda, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Addenda was prepared pursuant to Section 8630(a) of the E.T.P.A.

This Addenda must be in a print size larger than the print size of the lease to which the Addenda is attached. The following language must appear in bold print upon the face of each lease: "**ATTACHED ADDENDA SETS FORTH  
RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE EMERGENCY TENANT  
PROTECTION ACT.**"

This Addenda has been updated to reflect the changes made by the Housing Stability and Tenant Protection Act of 2019.

**Section 1 (If this is a renewal lease, do not complete Section 1, go to Section 2)**

If Box A is checked, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the previous legal regulated rent by completing the following chart. The owner is not entitled to a rent which is more than the legal regulated rent.

**ANY INCREASE ABOVE THE PREVIOUS LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH  
ADJUSTMENTS PERMITTED BY THE RENT GUIDELINES BOARD AND THE TENANT PROTECTION  
REGULATIONS.**

**VACANCY LEASE RENT CALCULATION**

Status of Apartment and Last Tenant (Owner to Check and Complete Appropriate Box - (A), (B), (C), or (D). Choose only one.)

(A) This apartment was rent stabilized when the last tenant moved out.

Address: Apt.# \_\_\_\_\_

- |                                                                                                                                                                     |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. Previous Legal Regulated Rent                                                                                                                                    | \$ _____ |
| 2. Guideline increase based on ( <u>Tycar</u> ) or (2 year) lease. Circle one. ( _____ %)<br>(Note: a guideline increase can only be taken once per guideline year) | \$ _____ |
| 3. Individual Apartment Improvements (IAI)                                                                                                                          |          |

In order to collect rent increase for the IAI, you **MUST** complete the itemized list below and enter the increase in **Line 3-G** (below).

**Tenant Request for Documentation**

Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this Addenda. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Addenda Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)

### Individual Apartment Improvements (IAI)

**NOTE:** Before completing this section, refer to the IAI limitations described in Section 3 - Provision 4 of this document.

#### Items

##### 3-A. Bathroom Renovation (check all applicable items)

Complete Renovation (if this box is checked you are not required to check individual items)

OR

Individual Items (check all applicable items)

- Sink
- Shower Body
- Toilet
- Tub
- Plumbing
- Cabinets
- Vanity
- Floors and/or Wall Tiles
- Other (describe) \_\_\_\_\_

Total Costs for Parts and Labor 3-A.

##### 3-B. Kitchen Renovation (check all applicable items)

Complete Renovation (if this box is checked you are not required to check individual items)

OR

Individual Items (check all applicable items)

- Sink
- Stove
- Refrigerator
- Dishwasher
- Cabinets
- Plumbing
- Floors and/or Wall Tiles
- Countertops
- Other (describe) \_\_\_\_\_

Total Costs for Parts and Labor 3-B.

##### 3-C. Other (check all applicable items)

- Doors
- Windows
- Radiators
- Light Fixtures
- Electrical Work
- Sheetrock
- Other (describe) \_\_\_\_\_

Total Costs for Parts and Labor 3-C.

##### **3-D. Subtotal Costs for Parts and Labor (sum of 3-A, 3-B and 3-C)**

**3-D.**

##### **3-E. Total Costs for Parts and Labor for Prior IAIs Collected on or after 6/14/19 (excluding 3-D)**

**3-E.**

##### **3-F. Calculating the allowable IAI increase for this installation: \$15,000 - 3-E**

**3-F.**

##### **3-G. Total IAI Rent Increase (1/168th or 1/180th of Line 3-D or Line 3-F, WHICHEVER IS LESS)**

**3-G.**

**Note:** 1/168th if the building has 35 or fewer units. 1/180th if the building is over 35 units.

4. New Legal Regulated Rent (sum of 1, 2 and 3-G)	\$ _____	
4A. Preferential Rent* (if charged)	\$ _____	\$ _____ (enter 4 or 4A)
5. Air Conditioner Surcharges:	\$ _____	
6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher)	\$ _____	
7. Ancillary Services charged (e.g., garage)	\$ _____	
8. Other (specify _____)	\$ _____	
9. New Tenant's Total Payment	\$ _____	

\*If a "preferential rent" is being charged, please read Provision #17 of this Addenda.

- (B) This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first rent stabilized tenant and the rent agreed to and stated in the lease to which this Addenda is attached is \$. The owner is entitled to charge a market rent to the first rent stabilized tenant. The first rent charged to the first rent stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a "fair market rent", the tenant may file a "Fair Market Rent Appeal" with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.
- (C) The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program.  
(Specify Program) \$
- (D) Other \$

**Section 2 - This section needs to be completed for vacancy and renewal leases**

Lease Addenda for the housing accommodation:

\_\_\_\_\_

(Print Housing Accommodation's Address and Apartment Number)

Lease Start Date: \_\_\_\_\_ Lease End Date: \_\_\_\_\_

Lease Dated: \_\_\_\_\_

The tenant named in the lease hereby acknowledges the contemporaneous receipt of the above lease addenda for the housing accommodation stated above.

\_\_\_\_\_  
Print Name of Tenant(s) \_\_\_\_\_

X

\_\_\_\_\_  
Signature(s) and Date

Subject to penalties provided by law, the owner of the housing accommodation hereby certifies that the above addenda is hereby contemporaneously provided to the tenant with the signing of the lease and the information provided by the owner herein is true and accurate based on its records.

\_\_\_\_\_  
Print Name of Owner or Owner's Agent

\_\_\_\_\_  
Signature and Date

## Section 3 - PROVISIONS

### **INTRODUCTION:**

This Addenda is issued by the New York State Division of Housing and Community Renewal (DHCR), pursuant to the Emergency Tenant Protection Act (ETPA) and Tenant Protection Regulations (TPR). It generally informs tenants and owners about their basic rights and responsibilities under the TPR.

This Addenda does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part of and do not modify the lease. However, it must be attached as an addendum to the lease. It does not otherwise replace or modify more exact or complete sections of the ETPA, TPR, any order of DHCR, or any order of the Rent Guidelines Board that govern this tenancy. The owner must comply with all applicable state, federal and local fair housing laws and nondiscrimination requirements.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Addenda.

Tenants should keep a copy of this Addenda and of any lease they sign and carefully review the summary of lawful rent increases described. Any tenant who believes that the rent they are being charged may be unlawful may consider requesting a rent history of their apartment from DHCR ([www.hcr.ny.gov](http://www.hcr.ny.gov)). After reviewing the rent history, the tenant can make an informed decision whether to file form RA-89 "Tenant's Complaint of Rent and/or Other Specific Overcharges in a Rent Stabilized Apartment."

### **1. RENEWAL LEASES**

The owner is entitled to increase the rent when a tenant renews a lease ("renewal lease"). Each year, effective October 1, the Rent Guidelines Board sets the percentage of maximum permissible increase over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of one or two years. For additional information see DHCR Fact Sheet #26.

### **2. VACANCY LEASES**

The owner is entitled to increase the previous legal regulated rent when a new tenant enters into a lease for the first time and this is referred to as a vacancy lease. The tenant may choose between a one or two-year lease term. The allowable increase is set by the local rent guidelines board. However, no more than one guideline board increase may be added per guideline year. Lawful Major Capital Improvement and Individual Apartment Improvements may also be added to the rent.

### **3. SECURITY DEPOSITS**

An owner may collect a security deposit no greater than one month's rent. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled. If a preferential rent is being charged, the amount of the security deposit collected can be no higher than the preferential rent.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet #9.

### **4. OTHER RENT INCREASES**

In addition to guideline increases, the rent may be permanently increased based upon the following:

- (A) **Individual Apartment Improvements (IAI)** - When an owner installs a new appliance or makes an improvement to an apartment the owner may be entitled to an IAI rent Increase. Tenant written consent for the improvement and rent increase is only required if the apartment is occupied by a tenant. It is not required for a vacant apartment.

In buildings with 35 units or less, the increase is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the increase is limited to 1/180th of the cost of the improvement.

No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations. The written consent provided by the tenant in occupancy must be on a DHCR form. A translated version in the top 6 languages spoken other than English will be made available for review on the DHCR website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase is temporary, as it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the IAI.

The DHCR Lease Addenda offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI's) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 ETPA "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease" to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Addenda Section 1, Individual Apartment Improvements.)

IAI rent increases cannot be collected if a DHCR order reducing rent for decreased services is in effect and has an earlier effective date. It can be collected prospectively on the effective date of a DHCR order restoring the rent.

**(B) Major Capital Improvements (MCI)** - An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler or new plumbing. Major Capital Improvement rent increases are prohibited in buildings that contain 35% or fewer rent regulated apartments. The owner must file an application with DHCR and all supporting documentation is audited.

DHCR may issue an order denying the increase or granting it in part or in whole and serve the order on the owner and all tenants in the building. The rent increase approved in the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost is amortized over a 12-year period. In buildings with more than 35 units, the cost is amortized over 12 !6 years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the MCI rent increase.

Vacancy lease tenants are to be notified in their lease about pending MCI applications.

**(C) Hardship** - An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:

1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

## 5. RENT REGISTRATION

**(A) Initial**

An owner must register an apartment's rent and services with DHCR when the building first becomes subject to the RSL and in adherence to any related regulatory agreements and/or tax benefit programs.

**(B) Annual**

The annual registration must be filed with DHCR no earlier than April 1 st of each year. At the time of such

filing, the owner must provide each tenant with the tenant's copy.

**(C) Penalties**

Failure to register may result in such penalties, rent reductions, and other remedies as permitted by law.

**6. RENEWAL LEASES**

A tenant has a right to a renewal lease, with certain exceptions (see Provision 10 of this Addenda, "When An Owner May Refuse To Renew A Lease").

At least 90 days and not more than 120 days before the expiration of a lease, the owner must first sign and date the renewal lease RTP-8 ETPA and send it by certified mail to the tenant. That notice must also offer the tenant the choice of a one or two-year lease at the permissible guidelines increase. After receiving the notice, the tenant always has 60 days to accept the owner's offer and to return it by certified mail to the owner.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner's receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease" (DHCR Form RA-90 ETPA). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guidelines increase until the lease or form is provided.

It is illegal for an owner to require a rent stabilized tenant to provide immigration status information or a Social Security number as a condition to renewing the lease. (For additional information on the rights of foreign-born tenants see DHCR Fact Sheet #45.)

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant's prior lease:

- (A) the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders;
- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in Provision 9 of this Addenda);
- (C) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law: a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law.

**7. RENEWAL LEASE SUCCESSION RIGHTS**

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease.

"Family Member" includes the spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

"Family member" may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Tenant Protection Regulations. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

## **8. SERVICES**

Written notification to the owner or managing agent should be given but is **NOT** required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

All emergency conditions do not require prior written notification. These include but are not limited to: vacate order (5 day notification), fire (5 day notification), no water apartment wide, no operable toilet, collapsed or collapsing ceiling or walls, collapsing floor, no heat/hot water apartment wide (violation required), broken or inoperative apartment front door lock, all elevators inoperable, no electricity apartment wide, window to fire escape (does not open), water leak (cascading water, soaking electrical fixtures), window-glass broken (not cracked), broken/unusable fire escapes, air conditioner broken (summer season). Complaints to DHCR on the appropriate DHCR form that cite any of these emergency conditions will be treated as first priority and will be processed as quickly as possible. **It is recommended that tenants use a separate DHCR form for any problematic conditions that are not on this emergency condition list.**

Certain conditions, examples of which are set forth in the Tenant Protection Regulations, which have only a minimal impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law ("Warranty of Habitability") that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets #3, #14 and #37.

## **9. SUBLetting AND ASSIGNMENT**

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may temporarily increase the rent by the current rent guidelines board adjustment, regardless of whether the owner has increased the rent by the guidelines board amount within the prior twelve months. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without such temporary increase. The rent increase is the allowance provided by the Rent Guidelines Board available when the tenant's lease commenced, and it takes effect when the subletting takes place.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the ETPA, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished with the tenant's furniture. Where the tenant charges the sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney's fees. The tenant may also be subject to an eviction proceeding.

### **Assignment of Leases**

In an assignment, a tenant transfers the entire remainder of his or her lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may increase the rent as if the assignee was entering into a new lease following permanent vacancy. Such increase shall remain part of the Legal Regulated Rent for any subsequent renewal lease.

An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days' notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see, DHCR Fact Sheet #7.

## **10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE**

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific grounds stated in the ETPA and TPR, is entitled to remain in the apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to make the tenant move from his/her apartment.

Below are listed some but not all grounds for eviction:

**Without DHCR consent**, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 120 days prior to the expiration of the lease term of the owner's intention not to renew the lease.

**With DHCR consent**, the owner may refuse to renew a lease upon any of the following grounds:

- (A) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or
- (B) the owner requires the apartment or the land for the owner's own use in connection with a business which the owner owns and operates.

A tenant will be served with a copy of the owner's application and has a right to object. If the owner's application is granted, the owner may bring an eviction action in Civil Court.

## **11. EVICTION WHILE THE LEASE IS IN EFFECT**

The owner may bring an action in Civil Court to evict a tenant during the term of the lease for the grounds stated in the ETPA and TPR.

Below are listed some but not all grounds for eviction:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;
- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days' notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

## **12. COOPERATIVE AND CONDOMINIUM CONVERSION**

Tenants who do not purchase their apartments under a Non-Eviction Conversion Plan continue to be protected by Rent Stabilization. Conversions are regulated by the New York State Attorney General. Any cooperative or condominium conversion plan accepted for filing by the New York State Attorney General's Office will include specific information about tenant rights and protections. An informational booklet about the general subject of conversion is available from the New York State Attorney General's Office.

## **13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM**

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from guideline rent

increases, hardship rent increases, major capital improvement rent increases and rent reductions for DHCR approved electrical sub-metering conversions. This exemption will only be for a portion of the increase which causes the tenant's rent to exceed one-third of the "net" household income, and is not available for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE) program can be addressed to the Division of Housing and Community Renewal.

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from the municipality equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet # 20 and #21.

#### **14. SPECIAL CASES AND EXCEPTIONS**

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings subject to regulatory agreement and/or which receive tax abatement or exemption, and to buildings rehabilitated under certain New York State or federal financing, mortgage insurance programs, or project based vouchers. The supervising government agency that sets initial legal rents may also set preferential rents. The rules mentioned in this Addenda do not necessarily apply to rent stabilized apartments located in hotels or permanent housing accommodations with government contracted services to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness.

#### **15. AIR CONDITIONER SURCHARGES**

Owners are authorized to collect surcharges from rent stabilized tenants for the use of air conditioners. DHCR issues an annual update to an Operational Bulletin in which the lawful surcharges are established for the year. A surcharge amount is established for tenants in buildings where electricity is included in the rent. These surcharges shall not become part of the legal regulated rent. Surcharges for tenants in buildings where the tenant pays for the electric utility service are prohibited. (See Operational Bulletin 84-4 and Fact Sheet # 27).

#### **16. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS**

Unless a lease provides otherwise, owners are not required to allow tenants to install washing machines, dryers or dishwashers. Where a tenant requests permission from the owner to install such appliance or appliances, whether permanently installed or portable, and the owner consents, the owner may collect a surcharge or surcharges. DHCR issues periodic updates to an Operational Bulletin that sets forth surcharges for washing machines, dryers and dishwashers. One set of surcharges is established for tenants in buildings where electricity is included in the rent. Another set of surcharges is established for tenants who pay their own electricity. Such surcharges shall not become part of the rent. (See Operational Bulletin 2005-1).

#### **17. PREFERENTIAL RENT**

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases in order to be preserved. The HSTPA effective June 14, 2019 while continuing to allow for both preferential and legal rents to be raised at the time of a lease renewal additionally requires that any preferential rent already being collected must continue to be offered at the time of a lease renewal. The rent increase to be collected at a lease renewal on the preferential rent must be set by applying the applicable guideline increase to the preferential rent. The legal rent cannot be collected until a vacancy occurs and can be offered to the next new vacancy lease tenant, provided that both the legal rent and the preferential rent are listed in the initial lease offering the preferential rent and every subsequent lease offering the preferential rent until the vacancy. Exceptions to these requirements may apply to preferential rents established by regulatory agreements.

#### **18. LANGUAGE ACCESS**

Copies of the Rider are available for informational purposes only, in languages required by DHCR's Language Access Plan and can be viewed at [www.hcr.ny.gov](http://www.hcr.ny.gov). However, the Rider is required to be offered and executed in English only, at the issuance of a vacancy lease or renewal lease. The DHCR RTP-8 Renewal Lease Form is also required to be offered and executed in English only.

Copias de la Cláusula están disponibles con fines informativos en los idiomas requeridos por el Plan de Acceso Lingüístico de la DHCR y se pueden ver en [www.hcr.ny.gov](http://www.hcr.ny.gov). Sin embargo, se requiere que la Cláusula se ofrezca y ejecute en inglés solamente, en la emisión de un contrato de arrendamiento por desocupación o contrato de renovación de arrendamiento. El Formulario del Contrato de Renovación de Arrendamiento RTP-8 de la DHCR también se debe ofrecer y ejecutar en inglés solamente.

Kopi Dokiman Siplementè disponib pou bay enfòmasyon sèlman, nan lang ki obligatwa dapsre Plan Aksè nan Lang DHCR epi ou kapab wè yo sou sitwèb [www.hcr.ny.gov](http://www.hcr.ny.gov). Men, yo fet pou bay ak egzekite Dokiman Siplementè a nan lang Anglè sèlman, lè y ap bay yon nouvo kontra lwaye oswa yon renouvelman kontra lwaye. Pwopriyètè kayla gen obligasyon tou pou bay ak egzekite Fòm Renouvelman Kontra Lwaye DHCR RTP-8 nan lang Angle sèlman.

Copie della postilla sono disponibili per finalità esclusivamente informative nelle lingue previste dal Piano di assistenza linguistica (Language Access Plan) del DHCR e sono consultabili sul sito [www.hcr.ny.gov](http://www.hcr.ny.gov). La postilia, tuttavia, va presentata e resa esecutiva solo in lingua inglese, alia stipula di un contratto di locazione di immobile libero o di rinnovo. Anche il modulo del contratto di rinnovo RTP-8 del DHCR va presentato e perfezionato solo in lingua inglese.

Komin aaHHoro npHJio^KeHmi jjocTynHbi HCKJHOHHTejibHO в HH(J)opMajjHOHHbix ijejax Ha 5i3biKax, npeaycMOTTpеHHbix nporpaMMoii A3biKOBoro jjocTyna (Language Access Plan) ^HJiHHjHO-KOMMyHajibHOH aaMHHHCTpauHH Ha cairre [www.hcr.ny.gov](http://www.hcr.ny.gov). O^HaKO HacToanjee npHJio)KeHHe лојДКHO 6biTb npeflJio^ceHO H noanncaHO HCKJHOHHTejibHO Ha aHrjiHHCKOM «3biKe npH noanHcaHHH BHOBB 3aKJiioHeHHoro aoroBopa apeH^bi HJiH jjoroBopa o npojjJieHHH crpxoa apeHflbi. OopMa npo^JieHmi crpxoa apeH^bi RTP-8 ^HJiHnjHO-KOMMyHajibHOH a^jMHHHCTpaijHH TaioKe jiojDKHa dbiTb npeajio^ceHa H noAnncaHa HCKJHOHHTejibHO Ha aHrjiHHCKOM ^3biKe.

附加條款副本僅供參考，其語言服務計劃之規定為準，且可於 [www.hcr.ny.gov](http://www.hcr.ny.gov) 查看。不過，於交付空房租約或續期租約時，本附加條款之版本與履行效力仍以英文版為主。房東亦須提供英文版的 rDHCR RTP-8»Wfiz^J，且履行效力同樣以英文版為主。

ক্রেডপ্রের কাপ WT WW (উদ্দেশ্যের জন্য), DHCR-4T WT প্রবেশাধিকার পরিকল্পনায় SFSIW \*ষাণুলোতে উপলব্ধ  
 4T [www.hcr.ny.gov-4](http://www.hcr.ny.gov-4) TTOS মধ্যে। যেতে তবে, C—টি একটি TIR WITT TT ক্রণRvSTজারি করায়, শুধুমাত্র  
 ইংরেজিতে SISIRVA) > স্টেপ 2 POWTI DHCR RTP-8 পুনর্বাকরণ Rsi W<3 শুধুমাত্র ইংরেজতে প্রস্তাবিত  
 ও সম্পূর্ণ করা প্রয়োজন।

O'DHCR 'II IT 0^N^7IND pNIDU J'N qP VHN VVINDI'N "IND !^ZM^7VII IN ] VO VT "IVT""I DVJID OV'DN!^7PVII IN D^JN^IND T'N 1VT"T "IVT , "IV1N .[www.hcr.ny.gov](http://www.hcr.ny.gov) ^IN pVII pTLQ JVJVj7 JIN jN^D UHUIN pNHdkUDHCR UH .OL/^7 XIIN'ONI ILDN DV.^7 'OOVj7VII N pUHD'IIN D"Z1 ,E/\*^7^V J'N 1N2 CTIDinO'IN JIN 0\*^7^0 EAXIIN .W\*^7^V J'N "INJ DTDI^1D'IN JIN □^7V0EAZIIN pVII IN IXUN^7^IN9 TIN T'N R'D OV|^7 XHN'ONII RTP-8

Kopie Aneksu sq dost?pne wylcznie w celach informacyjnych, w j?zykach wymaganych przez Plan Dost?pu J?zyko-wego DHCR (DHCR's Language Access Plan) i mo?na si? z nimi zapoznac na stronie [www.hcr.ny.gov](http://www.hcr.ny.gov). Wymaga si? jednak, aby Aneks byl oferowany i zawierany wylcznie w j?zyku angielskim, przy zawieraniu umowy najmu na czas nieokre?ony lub przedlu?aniu umowy najmu. Wymaga si?, aby Formularz przedhizienia umowy najmu DHCR RTP-8 byl równie? oferowany i zawierany wylcznie w j?zyku angielskim.

Des copies de l'avenant sont disponibles à titre d'information uniquement, dans les langues requises par le Plan d'accès aux langues de la DHCR et peuvent être consultées sur [www.hcr.ny.gov](http://www.hcr.ny.gov). Toutefois, l'avenant doit être proposé et signé en anglais uniquement, lors de la délivrance d'un bail vacant ou de renouvellement. Le formulaire de renouvellement de bail DHCR RTP-8 doit également être offert et signé en anglais uniquement.

www.hcr.ny.gov کے لیے HCR پلان کے امدادی مطابق Zajr کے لیے دستیاب ہے۔ اسکی بارہ بارہ آنگریزی میں، خالی لیز یا تجدید M کے اجزاء پر AyAxaljj cL<sup>0</sup>-jjz-Ay کا ضرورت تیزی پر دیکھی۔ la، میں، صرف انگریزی میں، میں، AyAxaljj cL<sup>0</sup>-jjz-Ay کے نے اتحاد دینے کے ضرورت ہے۔

## **19. FEES**

There are certain fees that owners may charge tenants separate and apart from the rent for the apartment. However, fees of any kind do not become part of the legal rent or preferential rent and cannot be added to it for the purpose of calculating lease renewal increases.

### Lawful fees:

Late fees where a clause in the initial vacancy lease allows for them to be charged by a certain specific date and the late fees are no more than the lesser of \$50 or 5% of the monthly rent currently being charged and collected. Preferential rents, which may also be referred to as “on-time rent,” that are conditioned on prompt payment of rent or terminate upon late payment of rent are not allowed.

Legal fees can only be collected if ordered by a judge in court.

Reasonable fees for a background check when applying to be a tenant which cannot exceed \$20 per tenant subject to the background check.

Fees for window guards (\$10 per guard) are detailed in DHCR Fact Sheet # 25.

Fees for smoke alarms, carbon monoxide detectors and natural gas detectors are established by the local municipality.

Actual Fees/charges incurred for insufficient funds for a tenant’s rent check that did not clear (bounced checks), if this was provided for in the initial lease.

Fees imposed by a government agency that has oversight authority pursuant to a regulatory agreement.

Fees for Air Conditioners and Tenant-installed Washing Machines, Dryers and Dishwashers are detailed in DHCR’s Operational Bulletin 84-4, Fact Sheet # 27, and DHCR Operational Bulletin 2005-1.

Fees for Sub-Metering or other utility services. Fees for Sub-Metering are detailed in DHCR Operational Bulletin 2014-1.

### Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

Fees cannot be charged to the tenant for a background check on a prospective roommate or additional family member.

Pet security deposit or fees proposed for a service animal or that are in violation of fair housing law.

Effective November 21, 2022, fees (surcharges) for tenant-installed air conditioning units if the tenant pays for the electric utility service.

Fees for owner installed air conditioner brackets are prohibited.

Fees including but not limited to damage fees, repair fees of any kind including those incurred for removal of municipal violations, painting fees, cleaning fees and other fees not established by or in excess of the amount allowed by the rent regulations or other municipal regulations are prohibited. Please note that the inappropriateness of imposing these fees through the lease may not necessarily prevent an owner from independently seeking other relief in court for objectionable conduct or damages.

The \$20 fee that must be paid by owners to the municipality for each stabilized apartment can not be passed along as a fee to the tenant.

Tenants who have been billed for fees and/or surcharges that they may believe are unlawful or untimely, have the right to file a complaint of rent overcharge on DHCR form RA-89 and/or pursue remedies in court.

## **Appendix**

### **Some agencies which can provide assistance**

#### **New York State Division of Housing and Community Renewal (DHCR)**

DHCR is a state agency empowered to administer and enforce the Rent Laws. Tenants can contact DHCR at our website: [www.hcr.ny.gov](http://www.hcr.ny.gov) or by visiting our Public Information Office below for assistance.

Attorney General of the State of New York - [www.ag.ny.gov](http://www.ag.ny.gov)  
120 Broadway, New York, NY 10271

#### **Consumer Frauds and Protection Bureau**

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

#### **Real Estate Financing Bureau**

- administers and enforces the laws governing cooperative and condominium conversions. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

Various New York City Agencies such as Housing Preservation and Development, Finance and Buildings can be contacted at 311.

DHCR has approved this form and font size as in compliance with RSC section 2522.5(c).

**PREFERENTIAL RENT RIDER**  
**TO LEASE TERM 03/01/2023 to 02/29/2024**

Renter's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner's Name and Address:

----- As Tenants In Common -----  
\_\_\_\_\_  
\_\_\_\_\_  
--  
\_\_\_\_\_

If there is any conflict between the provisions of this Rider and the terms of the appended printed lease, such conflict shall be resolved in favor of the provisions of this Rider.

The legal regulated rent for this apartment is \$ Renter \_\_\_\_\_.  
acknowledges that this agreement shall in no way affect the legal regulated monthly rent for the subject apartment. Owner reserves the right to calculate the rent for future vacancy leases and renewal leases for this apartment based upon this legal regulated monthly rent plus all applicable lawful increases.

Instead of the legal regulated monthly rent set forth above, Owner agrees to accept and Renter agrees to pay a monthly preferential rent of \$ for the term \_\_\_\_\_ of this lease. If Renter chooses to renew this lease upon the expiration of the temi, the legal regulated monthly rent plus all applicable lawful increases may be used to establish the renewal rent. Thereafter, each successive renewal rent may be established based upon lawful increases to the preceding legal regulated rent for as long as Renter remains in occupancy. Increases in Renter's security deposit shall be equal to increases in Renter's rent.

Dated: \_\_\_\_\_, 20 Tenant's Signature: X \_\_\_\_\_

Dated: \_\_\_\_\_, 20 Tenant's Signature: X \_\_\_\_\_

Dated: \_\_\_\_\_, 20 Owner's Signature: X \_\_\_\_\_

**Parking Lease**

This agreement is made, on \_\_\_\_\_

between, LANDLORD, \_\_\_\_\_

and TENANT, \_\_\_\_\_

OF \_\_\_\_\_

for Garage/Parking Space #: 5

**WITNESSETH:**

That the landlord hereby leases to the Tenant the parking space known as #5 on the premises known as \_\_\_\_\_, commencing on the day of and ending on the day of, unless sooner terminated as hereinafter provided, payable in monthly installments of \$ plus sales tax in advance on the first day of each month during said term. Landlord shall be under no obligation to renew this lease upon expiration.

The parties hereto covenant as follows:

1. Tenant and Tenant's servants, employees, agent, visitors, and licensees shall observe faithfully and comply strictly with the Rules and Regulations as the Landlord or Landlord's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Landlord may elect. No repair work of any kind may be performed on the automobile while in the garage premises other than the repair of a flat tire.

2. The unit hereby leased shall be used only by the Tenant for garage space for a private passenger car owned by the Tenant described as follows:

MAKE:

MODEL:

LICENSE PLATE #

STATE:

Tenant must provide Landlord with a valid copy of the vehicle's registration upon signing this Lease. The parking space may be used for no other purpose or by any other person. A substitute vehicle owned by the Tenant can only be parked in the parking space upon written approval by Landlord at its sole discretion. Non-approved vehicles will be towed away at the Tenant's expense.

3. Any automobile found without license plates or with expired license plates shall be considered a violation and will not be permitted to remain on the premises. After a thirty day period Landlord shall have the right to have the vehicle removed and Tenant shall be responsible for the towing charges. Landlord will not be responsible for any damages or confiscation of said vehicle by the towing company.

4. If rent is not paid by the 1<sup>st</sup> of every month, this lease may be cancelled by Landlord and the vehicle will be removed from the premises at Tenant's expense. In no event is this Garage Lease related to, or made in conjunction with a rent stabilized apartment, nor is this garage lease subject to any rent stabilization.

5. Any automobile or personal property placed in or about the leased premises shall be at the risk of Tenant or the parties owning same, and the Landlord shall in no event be liable for the loss of or damage to such property or for any act of negligence of any co-tenant or servants of tenants or occupants or of any person whomsoever in or about the building,

6. The Tenants shall not keep or use or permit to be kept or used on said premises any chemical of inflammable nature.

7. Landlord reserves the right to move the tenant for any reason from his current parking space to a similar space within the premises. If the landlord decides to move tenant from the parking space, the current rent charge will not be affected in any way.

8. If, for any reason, landlord is not able to provide parking space as stated herein, landlord shall not be responsible for a reduction of the apartment's rent.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

X  
Tenant

By: \_\_\_\_\_  
Landlord

## **Window Guard Rider**

### **Lease Notice to Tenant**

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment,

Your landlord is required by law to install window guards in your apartment, if a child 10 years of age or younger lives in your apartment.

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

#### **Check One**

Q Children 10 years of age or younger live in my apartment

Q No children 10 years of age or younger live in my apartment

Tenant (Print)

X

Tenant Signature:

Date

Tenant's Address

Apt No.

Return This Form To:

Owner/Manager

Owner/Manager Address

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**DISCLOSURE OF INFORMATION ON LEAD-BASED FAINT AND LEAD-BASED PAINT HAZARDS**

---

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure (initial)****→ (a) Presence of lead-based paint or lead-based paint hazards (check one below):**

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

→ EJ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

**(b) Records and reports available to the lessor (check one below):**

Lessor has provided the lessee with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).

53 Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**→ (c) Lessee's Acknowledgment (initial)**

J8f Lessee has received copies of all information listed above.

→ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*,

**(d) Agent's Acknowledgment (initial)**

Agent has informed the lessee of the lessor's obligations under 42 U.S.C. 4852d, and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

→ The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

X

Lessee/Renter	Date	Agent/Owner	Date
PENDING APPLICATION FOR RENT INCREASE RIDER			

This is to inform the Renter that an application for a rent increase based upon a major capital improvement

→ has been filed by the Owner with the New York State Division of Housing and Community Renewal (DHCR), Docket # and has been pending since . The Owner has applied for a rent increase of \$ per room per month.

This application is based upon the following building-wide capital improvements;

→ L \_\_\_\_\_ : 4.

2. \_\_\_\_\_ 5. \_\_\_\_\_

3. \_\_\_\_\_ 6. \_\_\_\_\_

The Renter agrees to be bound by any order of DHCR authorizing a rent increase based on this pending application which may retroactively and/or prospectively increase the rent set forth in this lease.

~^X

Renter	Date	Owner/Agent (on behalf of Owner)	Date
--------	------	----------------------------------	------

## **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

### **Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

### **Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (I) or (II) below):

(I) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain),

(b) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing,

(I) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

y(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing,

### **Lessee's Acknowledgment (Initial)**

(X) Lessee has received copies of all information listed above.

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

### **Agent's Acknowledgment (Initial)**

(e) .D/V . Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### **Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate,

/Lessor <u>X</u>	Date _____ R _____ -A_____ bate _____	Lessor Lessee <u>X</u>	Date
---------------------	---------------------------------------------	------------------------------	------

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-BASED PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD. If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE:       A child under six years of age resides in the unit.

A child under six years of age does not reside in the unit.

X(Occupant signature)

Print occupant's name, address and apartment number: Gustavo Asensi \_\_\_\_\_

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2058.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

\_\_\_\_\_ (Owner signature)

RETURN THIS FORM TO:

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS  
OWNER COPY/OCCUPANT COPY

## WESTCHESTER COUNTY

### FLOOD HISTORY DISCLOSURE FORM

Pursuant to Chapter 581 of the Laws of Westchester County, this form is required to be completed and presented to each prospective tenant for both residential and commercial leaseholds and sublets in Westchester County. See reverse for instructions.

Property Street Address:

Municipality: State: Zip:

Tax ID: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: ( ) \_\_\_\_\_

Contact Email: @ \_\_\_\_\_

Flood Insurance Rate Map (FIRM) Panel #: \_\_\_\_\_

FIRM Zone: Is the property located in a Special Flood Hazard Area? Yes No KI

Within the past ten years, has the property been subject to flooding? Yes No K

If yes, describe any flood events and flood damage over the past ten years, including the approximate height the water reached:

Describe any efforts that you have undertaken as a property owner to reduce flood risk:

**By signing below, I certify that I have received this Flood History Disclosure Form**

Tenant Name (print): \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Owner Signature: Date:

## **HOW TO FIND THE TAX ID NUMBER FOR THE PROPERTY**

Go to the Westchester Tax Parcel Viewer online map at [. Enter the municipality in which the property is located](#). Enter the property address.

## **HOW TO DETERMINE THE FEMA MAP PANEL AND DESIGNATED FLOOD ZONE FOR THE PROPERTY**

Go to [and enter the property address. Special Flood Hazard Areas are in the](#) 100-year floodplain (the 1% annual chance flood) and include zone VE (coastal flood areas) and zones A and AE (inland flood areas). The 500-year floodplain (the 0.2% annual chance flood) should also be noted on the form, but the Special Flood Hazard box should be checked "no." Areas labeled X are areas of moderate flood risk and should also be noted on the form and the box checked "no." If you have any questions, contact the Westchester County Department of Planning at (914) 995-4400.

## **HOW TO DESCRIBE FLOOD HISTORY**

Regardless of whether the property is located in a Special Flood Hazard Area on the Flood Insurance Rate Maps as described above, please describe any and all flood events associated with the building or property in the past ten years. This includes damages to the property or building, if the electricity or water service to the building needed to be shut off, and whether tenants needed to be displaced so that repairs could be made. This also includes the extent to which parking areas and/or separate storage areas on the property are subject to flooding. Property owners are also required to provide notification of where the water line was estimated on the premises.

## **DESCRIBE EFFORTS TO REDUCE FLOOD RISK**

For properties that are subject to flooding, please describe any efforts that you have taken to reduce the risks and damage associated with flooding. These can include purchasing flood insurance, installing backflow prevention valves, providing emergency lighting and emergency egress as well as more substantive issues as described in guidance documents such as [https://www.fema.gov/sites/default/files/2020-07/fema\\_P1037\\_reducing\\_flood\\_risk\\_residential\\_buildings\\_cannot\\_be\\_elevated\\_2015.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_P1037_reducing_flood_risk_residential_buildings_cannot_be_elevated_2015.pdf).

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**NOTICE TO RENTERS:** This form is intended to provide you with information concerning flood risk associated with the property you may rent. The form itself does not protect you from losses associated with flooding. It is up to you to protect your personal property. Following are some options to consider.

**Purchase Insurance:** Flooding is the leading cause of natural disaster risk to health and property in the United States. On average, about 40% of all flood insurance claims come from outside high-risk flood areas. Your landlord's flood insurance will protect the building you rent in, but not your personal belongings from flood damage. A standard renter's insurance policy does not typically cover flooding. Low-cost renter's insurance, also called contents-only coverage, can start at \$100 a year and potentially protect you from thousands of dollars in flood damages. Learn more about how to get a contents-only policy from a local insurance agent.

**Be Prepared:** The first step in being prepared is understanding your risk. This form is intended to notify you of flood risk associated with the property you rent. You should understand this risk and take appropriate measures to reduce your risk and protect yourself and your belongings. Prepare a kit with flashlights, bottled water and other emergency supplies. Before a storm, make sure the batteries and other supplies are fresh and adequate. If you have special needs or functional disabilities, please consider registering with the County's special needs registry at <https://emergencyservices.westchestergov.com/information-and-alerts/special-needs-flyers>. This information will be provided to local first responders and emergency planners. For more information on how to prepare for flooding, visit <https://emergencyservices.westchestergov.com/severe-weather/flood-awareness>.

**TM W-9**(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Gus</b>				
2 Business name/disregarded entity name, if different from above				
cd as CL W a) P typ cstn ctio n JE ca W CO 6	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  S Individual/sole proprietor or C Corporation O S Corporation single-member LLC  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see Instructions) ►	Partnership	d Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)			
6 City, state, and ZIP code <b>Yonk</b>				
7 List account numbers here (optional)				

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
<table border="1"> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td></tr> </table>				-			-			
			-			-				
or										
Employer identification number										
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			-							

X

**Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

X

<b>Sign Here</b>	Signature of U.S. person ►
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Date&gt;

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*

**NOTICE DISCLOSING TENANTS' RIGHTS TO  
REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

**Reasonable Accommodations**

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling 914-222-9192 or 212-289-9200, or by e-mailing @\*. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:<sup>^</sup>

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out); Changes to your housing provider's rules, policies, practices, or

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\* The Notice must include contact information when being provided under 466.15(d)(1), above. However, when being provided under (d)(2) and when this information is not known, the sentence may read "To request a reasonable accommodation, you should contact your property manager."

<sup>+</sup> This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described in this Notice, but local laws cannot decrease your protections.

services; Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.

If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a “no pet” rule.

If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.

If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.

If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

### **Required Accessibility Standards**

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

Public and common areas must be readily accessible to and usable by persons with disabilities;

All doors must be sufficiently wide to allow passage by persons in wheelchairs; and

All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint

with the New York State Division of Human Rights.

### **How to File a Complaint**

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to [www.dhr.ny.gov](http://www.dhr.ny.gov), or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

# **Local Law 1 - NYC Lead Poisoning Prevention Law**

## **Information for Tenants**

The text below is a printer-friendly-version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, "Fix Lead Paint". For additional information on lead poisoning, go to [www.nyc.gov/lead](http://www.nyc.gov/lead) or call 311.

### **Fix Lead Paint Hazards:**

### **What Landlords Must Do and Every Tenant Should Know**

#### **Lead Can Cause Learning Problems**

Lead Is a poison often found In old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.-

#### **Preventing Lead Poisoning: What the Law Requires**

In New York City, Local Law 1 of 2004 requires landlords to Identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- » The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
  - The building has 3 or more apartments, and
  - A child under the age of 6 lives in your apartment.

#### **What Are Lead Paint Hazards?**

- Dust from lead paint.
- o Peeling or damaged lead paint.
- Lead painton:
  - o Crumbling plaster or rotted wood.
  - o Doors and windows that stick or rub together.
  - o Window sills and any other surfaces.that have been chewed on by children,

#### **Things Landlords Must Do**

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live In the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- » Local Law 1 requires landlords to .use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- » Landlords must keep records of all notices, Inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.

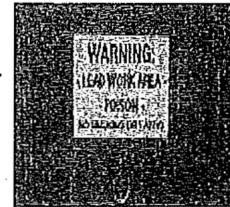


**Before repair work begins, landlords must make sure that trained workers:**



## Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- » Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.



**While repair work is going on**, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

**Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.**

### After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

### Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

### Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.

**Call 311 to**



- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- » **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment. If the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to [nyc.gov/hpd](http://nyc.gov/hpd).

