

# FACT SHEET



Andrew M. Cuomo, Governor

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DIVISION OF HOUSING AND COMMUNITY RENEWAL  
OFFICE OF RENT ADMINISTRATION

## # 4 Lease Renewal in Rent Stabilized Apartments

Generally, tenants in rent stabilized apartments must be offered renewal leases. The renewal lease can be for a term of one or two years, at the tenant's choice and is at a rate set by the local Rent Guidelines Board. The renewal lease offer must be made on a form created by or on a facsimile approved by the Division of Housing and Community Renewal.

### The Lease Renewal Process

1. In New York City, the owner must give written notice of renewal by mail or personal delivery not more than 150 days and not less than 90 days before the existing lease expires on a *DHCR Renewal Lease Form (RTP-8)*.

For tenants outside of New York City, an owner must first sign and date the renewal notice (RTP-8 ETPA), and then send it by certified mail not more than 120 days and not less than 90 days before the existing lease expires.

2. After the renewal offer is made, the tenant has 60 days to choose a lease term, sign the lease, and return it to the owner. For tenants outside of New York City, the lease must be returned to the owner by certified mail. If the tenant does not accept the renewal lease offer within this 60-day period, the owner may refuse to renew the lease and may also proceed in court after the expiration of the current lease, to have the tenant evicted.
3. When a tenant signs the Renewal Lease Form and returns it to the owner, the owner must return the fully signed and dated copy to the tenant within 30 days. A renewal should go into effect on or after the date that it is signed and returned to the tenant but no earlier than the expiration date of the current lease. In general, the lease and any rent increase may not begin retroactively. (See **Example #1 below**)

### Other Considerations

If the owner does not return a copy of the fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed lease from the tenant, the tenant should nevertheless pay the new rent, and may file the "*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].

Renewal leases must keep the same terms and conditions as the expiring lease unless a change is necessary to comply with a specific law or regulation. Those lawful provisions that would change the expiring lease should be attached to the Renewal Lease Form. **(See Example #2 below)**

When a tenant receives the Lease Renewal Form, a copy of either the *New York City Lease Rider For Rent Stabilized Tenants* (for NYC apartments) or the *Emergency Tenant Protection Act (ETPA) STANDARD LEASE ADDENDA for Rent Stabilized Tenants* (outside of NYC) must be attached. These will explain how the proposed rent was computed and describe the rights and obligations of tenants and owners under the Rent Stabilization Law.

### **Reasons for Not Renewing a Lease**

An owner can refuse to renew a lease for several reasons, some of which are:

1. The owner or a member of the owner's immediate family needs the apartment for their personal use and primary residence. If the tenant is a senior citizen, or disabled, special rules apply [See Fact Sheets on Special Rights of Senior Citizens and Special Rights of Disabled Persons].
2. The apartment is not used as the tenant's primary residence.
3. The owner wants to take the apartment off the rental market, either to demolish the building for reconstruction or use it for other purposes permitted by law.

However, when the owner does not offer the tenant a renewal lease for one of these reasons, the owner must give the tenant written notice of non-renewal during the lease offering time frame described in "The Lease Renewal Process" section of the Fact Sheet. Failure to serve this notice on the tenant during this time frame will entitle the tenant to a renewal lease.

### **Examples**

#### **Example #1**

1. Mr. Rivera's lease expired on July 31, 2007. He did not receive a timely renewal lease offer and has continued to pay his rent of \$800.
2. On May 15, 2008, the landlord makes him an offer of a renewal lease to commence retroactively on August 1, 2007 at a rent of \$834 for 1 year or \$858 for 2 years. The additional \$34 represents a 4.25% increase for 1 year, and the additional \$58 represents a 7.25% increase for 2 years.

3. In this situation, the option for the commencement date of the lease is Mr. Rivera's. He can request that the lease be dated to start on:
  - a) August 1, 2007, the date it would have begun had a timely offer had been made or
  - b) September 1, 2008, the first rent payment date occurring no less than 90 days after the offer is made.
4. Whether Mr. Rivera chooses option (a) or (b), the applicable guideline increase will be the lower of the two possible rates. In this case, he will be liable for the lower rates in effect on September 1, 2008; 3% for 1 year or 5.75% for two years. Moreover, the increase in rent to either \$824 for 1 year, or \$846 for 2 years, will not go into effect until September 1, 2008.

### **Example #2**

1. Two years ago, Mrs. Cooper signed a vacancy lease which contained no clauses or riders regarding lead paint, recyclable materials, late fees, or pets. Upon expiration of her lease, the landlord offers a renewal lease which includes several riders:
  - a) Rider 1 (Prevention of Lead-Based Paint Hazards) requests that Mrs. Cooper advise the owner if a child under 6 years old resides in the apartment.
  - b) Rider 2 specifies how certain materials such as paper, cardboard, cans, bottles, etc. must be recycled.
  - c) Rider 3 states that the tenant will be liable for a \$20 late fee if rent is received by the landlord after the 10th of the month.
  - d) Rider 4 prohibits the harboring of pets in the apartment.
2. In this situation, Riders 1 and 2 constitute lawful provisions to the lease because they are necessary to comply with New York City lead paint and recycling laws.
3. Riders 3 and 4 are provisions that cannot be added to the renewal lease because they constitute material changes to the terms and conditions of the vacancy lease, which did not include a late fee or a pet clause. Mrs. Cooper can sign the rider without waiving any rights and may file a lease renewal complaint.

#### Sources:

New York City Rent Stabilization Code, Section 2523.5  
Tenant Protection Regulations, Section 2503.5

#### Related Material:

Fact Sheet #2, Rent Stabilization Lease Rider

*For more information or assistance, you may visit your Borough Rent Office.*

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