

RENEWAL LEASE FORM

Owners and Tenants should read INSTRUCTIONS TO OWNER and INSTRUCTIONS TO TENANT on reverse side before filling out or signing this form

THIS IS A NOTICE FOR RENEWAL OF LEASE AND RENEWAL LEASE FORM ISSUED UNDER SECTION 2523.5(a) OF THE RENT STABILIZATION CODE. ALL COPIES OF THIS FORM MUST BE SIGNED BELOW AND RETURNED TO YOUR LANDLORD WITHIN 60 DAYS.

Dated: \_\_\_\_\_ 20\_\_\_\_\_

Tenant's Name(s) and Address:

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



Owner's /Agent's Name and Address:

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

1. The owner hereby notifies you that your lease will expire on: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

PART A - OFFER TO TENANT TO RENEW

2. You may renew this lease, for one or two years, at your option, as follows:

Table with 6 columns: Column A (Renewal Term), Column B (Legal Rent on Sept. 30th Preceding Commencement Date of this Renewal Lease), Column C (Guideline % or Minimum \$ Amount), Column D (Applicable Guideline Supplement, if any), Column E (Lawful Rent Increase, if any, effective after Sept. 30th), Column F (New Legal Rent). Rows for 1 Year and 2 Years.

\* If applicable guideline rate is unknown at time offer is made, check box in Column C and enter current guideline which will be subject to adjustment when rates are ordered.
\*\* For a two-year lease commencing on or after October 1, 2023 and on or before September 30, 2024, for the first year of the lease, 2.75%; and for the second year of the lease, 3.20% of the amount lawfully charged in the first year, excluding any increases other than the first-year guideline increase. The security deposit increase for the second year of the two-year renewal lease is not collectable until the beginning of the second year.

3. Security Deposit:

Current Deposit: \$ \_\_\_\_\_ Additional Deposit Required - 1 year lease: \$ \_\_\_\_\_
Additional Deposit Required - 2 year lease: \$ \_\_\_\_\_/\$ \_\_\_\_\_ \*\*

4. Specify separate charges, if applicable:

a. Air conditioner : \$ \_\_\_\_\_ c. 421a (2.2%): \$ \_\_\_\_\_ Total separate charges: \$ \_\_\_\_\_
b. Appliances : \$ \_\_\_\_\_ d. Other: \_\_\_\_\_ \$ \_\_\_\_\_

5. Different Rent to be charged, if any. 1 year lease \$ \_\_\_\_\_, 2 year lease \$ \_\_\_\_\_/\$ \_\_\_\_\_ \*\*

Agreement attached: Yes [ ] No [ ]

6. Tenant shall pay a monthly rent (enter amount from 2F or 5) of \$ \_\_\_\_\_ for a 1 year renewal or \$ \_\_\_\_\_/\$ \_\_\_\_\_ for a 2 year renewal, plus total separate charges (enter amount from 4) \$ \_\_\_\_\_ for a total monthly payment of \$ \_\_\_\_\_ for a 1 year renewal or \$ \_\_\_\_\_/\$ \_\_\_\_\_ for a 2 year renewal\*\*.

7. This renewal lease shall commence on \_\_\_\_\_, which shall not be less than 90 days nor more than 150 days from the date of mailing or personal delivery of this Renewal Lease Form. This Renewal Lease shall terminate on \_\_\_\_\_ (1 year lease) or \_\_\_\_\_ (2 year lease).

8. This renewal lease is based on the same terms and conditions as your expiring lease. (See instructions about additional provisions.)

9. SCRIE and DRIE. Owner and Tenant acknowledge that, as of the date of this renewal, Tenant is entitled to pay a reduced monthly rent in the amount of \$ \_\_\_\_\_ under the New York City SCRIE program or the New York City DRIE program. The reduced rent may be adjusted by orders of such program.

10. Leased premises does [ ], does not [ ] have an operative sprinkler system. If operative, it was last maintained and inspected on \_\_\_\_\_.

This form becomes a binding lease renewal when signed by the owner below and returned to the tenant. A rider setting forth the rights and obligations of tenants and owners under the Rent Stabilization Law must be attached to this lease when signed by the owner and returned to the tenant. The rent, separate charges and total payment provided for in this renewal lease may be increased or decreased by order or annual updates of the Division of Housing and Community Renewal (DHCR) or the Rent Guidelines Board (RGB).

PART B - TENANT'S RESPONSE TO OWNER

Tenant: Check and complete where indicated one of three responses below after reading instructions on reverse side. Then date and sign your response below. You must return this Renewal Lease Form to the owner in person or by regular mail, within 60 days of the date this Notice was served upon you by the owner. Your failure to do so may be grounds for the commencement of an action by the owner to evict you from your apartment.

- [ ] I (we), the undersigned Tenant(s), accept the offer of a one (1) year renewal lease at a monthly rent of \$ \_\_\_\_\_, plus separate charges of \$ \_\_\_\_\_ for a total monthly payment of \$ \_\_\_\_\_.
[ ] I (we), the undersigned Tenants(s), accept the offer of a two (2) year renewal lease at a monthly rent of \$ \_\_\_\_\_/\$ \_\_\_\_\_, plus separate charges of \$ \_\_\_\_\_ for a total monthly payment of \$ \_\_\_\_\_/\$ \_\_\_\_\_. \*\*See above explanation.
[ ] I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the current lease.

Tenant's Signature(s): \_\_\_\_\_

Dated: \_\_\_\_\_ 20\_\_\_\_\_

Dated: \_\_\_\_\_ 20\_\_\_\_\_

Owner's Signature(s): \_\_\_\_\_

## INSTRUCTIONS TO OWNER

At least two copies of this completed Renewal Lease Form must be mailed to the tenant in occupancy or personally delivered not more than 150 days and not less than 90 days prior to the end of the tenant's lease term, along with the New York City Lease Rider For Rent Stabilized Tenants.

If the owner offers a Renewal Lease less than 90 days prior to the expiration of the existing lease, the lease term selected by the tenant shall begin at the tenant's option either (1) on the date a renewal lease would have begun had a timely offer been made or (2) on the first rent payment date occurring no less than 90 days after the date that the owner does offer the lease to the tenant. The guidelines rate applicable for such lease shall be no greater than the rate in effect on the commencement date of the lease for which a timely offer should have been made, and the increased rental shall not begin before the first rent payment date occurring no less than 90 days after such offer is made.

The owner must fully complete PART A on the reverse side of this Form explaining how the new rent has been computed. Any rent increase must not exceed the applicable Rent Guidelines Board adjustment(s) plus other adjustments authorized by the Rent Stabilization Code.

Tenants that were paying a preferential rent as of June 14, 2019 or thereafter, retain the preferential rent for the life of the tenancy. Rent Guidelines Board increases and other increases allowed by the Rent Stabilization Law are to be applied to the preferential rent.

Regulatory agreements issued and approved by a state or municipal agency or other designated party may provide for actual rents that are higher than legal rents and preferential rents, as long as a government program provides rental assistance for the apartment. The tenant share is governed by the agency providing rental assistance and the regulatory agreement. The actual rent must also be separately registered. When the rental assistance ends, either during a tenancy or upon vacancy, the lesser of the lower legal rent or preferential rent plus any lawful adjustments or a lower rent established by the regulatory agreement must be charged. This requirement is stated in plain language in DHCR Notice RA-LR3, which must be attached to all leases when higher actual rents are being charged.

This Renewal Lease must be offered on the same terms and conditions as the expiring lease, except for such additional provisions as are permitted by law or the Rent Stabilization Code which must be set forth by the owner and attached to this Form. If there are any additional lawful agreements between the owner and tenant, a copy signed by both parties must be attached to this Form.

The tenant must return to the owner all copies of this Form, completed and signed by the tenant in **PART B** on the reverse side of this Form.

The owner must furnish the tenant with a fully executed copy of this Renewal Lease Form bearing the tenant's and owner's signatures in **PART B**, and a copy of the DHCR New York City Lease Rider, within 30 days of the owner's receipt of this Form signed by the tenant. Service of this fully executed Form, upon the tenant, constitutes a binding renewal lease. If the owner fails to furnish the tenant with a fully executed copy of this Form within 30 days of receipt of the Form signed by the tenant, the tenant shall continue to have all rights afforded by the Rent Stabilization Law and Code, and the owner will be barred from commencing any action or proceeding against the tenant based upon non-renewal of lease.

## INSTRUCTIONS TO TENANT

(Read Owner's and Tenant's Instructions carefully before completing this Renewal Lease Form)

If you wish to accept this offer to renew your lease, you must complete and sign this Renewal Lease Form in the space provided in **PART B** on the reverse side of this Form, and you must return all copies of the signed Lease Form to the owner in person or by regular mail within 60 days of the date this Form was served upon you. You may wish to make a copy for your own records. **If you do not sign and return this Renewal Lease Form within the prescribed 60-day period, the owner may have grounds to start proceedings to evict you from your apartment.**

Before you complete and sign **PART B** and return this Renewal Lease Form, be sure to check that all lawful provisions and written agreements have been attached by the owner to this Form. Please read all attachments carefully. If such other lawful provisions appear, they are part of this lease renewal offer and renewal lease. If there are any lawful agreements between you and the owner, attached copies must be signed by both parties.

Tenants that were paying a preferential rent as of June 14, 2019 or thereafter, retain the preferential rent for the life of the tenancy. Rent Guidelines Board increases and other increases allowed by the Rent Stabilization Law are to be applied to the preferential rent.

Regulatory agreements issued and approved by a state or municipal agency or other designated party may provide for actual rents that are higher than legal rents and preferential rents, as long as a government program provides rental assistance for the apartment. The tenant share is governed by the agency providing rental assistance and the regulatory agreement. The actual rent must also be separately registered. When the rental assistance ends, either during a tenancy or upon vacancy, the lesser of the lower legal rent or preferential rent plus any lawful adjustments or a lower rent established by the regulatory agreement must be charged. This requirement is stated in plain language in DHCR Notice RA-LR3, which must be attached to all leases when higher actual rents are being charged.

Your acceptance of this offer to renew shall constitute a renewal of the present lease for the term of years and rent accepted, subject to any other lawful changes which appear in writing on the attachments to this Form, and subject also to payment of the new rent and additional security, if any. Such additional security shall be deposited by the owner in the manner provided for on initial occupancy. **However, pursuant to the Housing Stability and Tenant Protection Act of 2019, an owner can hold no more than one month security deposit. Anything in excess of one month must be refunded to the tenant.**

Please refer to the New York City Lease Rider for a summary of tenants' rights and owners' responsibilities.

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)**