

ETPA 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 2503.5(a) OF THE EMERGENCY TENANT PROTECTION REGULATIONS. ALL COPIES OF THIS FORM MUST BE SIGNED BELOW AND RETURNED BY CERTIFIED MAIL 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:

Column A Renewal Term	Column B Legal Rent on Sept.30th Preceding Commencement Date of this Renewal Lease	Column C Guideline % or Minimum \$ Amount (If unknown, check box and see below)* <input type="checkbox"/>	Column D Applicable Guideline Supplement, if any	Column E Lawful Rent Increase, if any, Effective after Sept. 30th	Column F New Legal Rent (If a different rent is to be charged, check box and see item 5 below) <input type="checkbox"/>
1 Year	\$ _____	(%) \$ _____	\$ _____	\$ _____	\$ _____
2 Years	Same as above	(%) \$ _____	\$ _____	\$ _____	\$ _____

* 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.

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. Other: _____ \$ _____

Total separate charges: \$ _____

b. Appliances : \$ _____

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 120 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 SCRIE program (where applicable) or the DRIE program (where applicable). 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 renewal lease after it is first signed by the owner below, then signed by the tenant and timely returned to the owner by certified mail. The addenda setting forth the rights and obligations of tenants and owners under the Emergency Tenant Protection Act must be attached to this lease. 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), or other government agency authorized to fix rents.

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 by certified mail, within 60 days of the date this Notice was served upon you by the owner. Your failure to do so may be grounds under the ETPA 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 \$ _____.

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 duly completed and signed Renewal Lease Form must be mailed by certified mail, to the tenant in occupancy no more than 120 days and not less than 90 days prior to the end of the tenant's lease term, along with the ETPA Standard Lease Addenda.

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 the rate in effect on the first day after the expiration of the last lease or the rate in effect when the lease is renewed, whichever is lower.

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 ETPA.

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 Emergency Tenant Protection Act 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 Form must be offered on the same terms and conditions as the expiring lease, except for such additional provisions permitted by law or the Tenant Protection Regulations 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 one copy of this Renewal Lease Form, completed and signed by the tenant in **PART B** on the reverse side of this Form.

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 one copy of the signed Renewal Lease Form to the owner by certified mail within 60 days of the date this Form was served upon you. *It is recommended that you 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 ETPA Standard Lease Addenda 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