State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Westchester District Rent Office
75 South Broadway, 3rd Floor
White Plains, New York 10601

Docket Number: (for DHCR use only)

Owner's Sixty-Day Notice of Maximum Rent Adjustment For Housing Units Subject to the New York State Rent & Eviction Regulations (SRER) (Rent Control Apartments Outside of New York City)

Mailing Address of Owner/Agent:

Name: _____

Number/Street: _____

City: _____

State, Zip Code: _____

Telephone Number: (_____) _____

Mailing Address of Tenant:

Name: _____

Number/Street: _____

City: _____

State, Zip Code: _____

Telephone Number: (_____) _____

Re: Subject Building _____
Number and Street | Apartment Number | Municipality and Zip Code

Part A

Tenant Please Take Notice That:

1. The Maximum Rent will be adjusted, not to exceed the average of the previous five rent stabilized guideline board adjustments; and changed from $_____ to $ _____ per month for a two-year period. This adjustment will begin on the next rent payment date following sixty days from the date of mailing of this Notice by certified mail, or from the date of personal service on the tenant, unless and until the New York State Division of Housing and Community Renewal (DHCR) issues a further notice or order changing the adjusted rents.
2. This Notice is authorized by DHCR under the Emergency Housing Rent Control Law, under Section 33-8 of the Rent and Eviction Regulations and as provided in Operational Bulletin 110 and its supplements and as amended by the Housing Stability and Tenant Protection Act of 2019.
3. **The owner certifies that:**
   a. In the preceding two-year period, there has been a significant and unavoidable increase in operating costs (e.g., real estate taxes, heating fuel, utility charges, repairs, replacements, and/or labor) with no increase in the Maximum Rent to compensate for the cost increase, and that he/she has owned the premises in question for the past two years. All records of such increased costs, for the period in question, will be made available to DHCR upon request.
   b. All essential services required by law are being maintained, and there are no violations in effect of municipal, county, state, or federal laws, relating to the maintenance of these services. Such essential services **will continue to be maintained** and/or an agreement with the enforcement authority, suspending any violation(s) regarding these services and providing for maintenance, restoration, and improvement of the building, is in effect and is being complied with.
   c. The Maximum Rent for the housing accommodation is the rent on record with DHCR. The adjustment of this rent, as described in this Notice, will be terminated or reduced, if there is a significant reduction in operating expenses or as the owner may be otherwise directed by DHCR. Notice of any such reduction or termination will be given by the owner to tenant in writing and a copy will be provided to DHCR.
   d. The Maximum Rent for this housing accommodation, as adjusted under this Notice, does not exceed:
      - **the average legal regulated rent** for those apartments, in this building or building complex, having the same number of rooms, services, equipment, or improvements as the subject apartment, but are under the Emergency Tenant Protection Act and **not** under the Emergency Housing Rent Control Law; or
      - **the rent for any apartment**, in this building or building complex, having the same number of rooms, services, equipment, or improvements as the subject apartment, but are **not** under the Emergency Housing Rent Control Law or the Emergency Tenant Protection Act.

Affirmation

I affirm that the information herein is true and I understand that this Notice will be accepted for all purposes as an affidavit, and, if it contains a material false statement, shall subject me to the same penalties for perjury as if I had been duly sworn.

_____ Date of Mailing or Delivery

_____ Signature of Owner, Agent or Officer (with Title)

See Instructions to Owner and Tenant on Reverse Side of This Sheet

Instructions to Owner: To notify tenant of rent adjustment, complete and sign Part A of this form in an original and three copies for each affected tenant in the subject premises. Submit by certified mail or personal delivery original and one copy to each tenant and one copy to the DHCR local office having jurisdiction over the property in question. Delivery to all concerned parties must be made at least sixty days prior to the rent payment date on which the rent adjustment takes effect. Retain the last copy of this Notice for your records. **Please note that if the tenant returns this Notice to you within seven days of the date of initial service with questions or objections indicated in Part B below, you must respond to the tenant's questions within seven days. Failure to do so may subject this Notice to cancellation by DHCR.**

Instructions to Tenant: After reading Part A on the reverse side, review, sign, and complete the appropriate section of Part B below (using the original and one copy of this form). Return the **copy** to owner by certified mail or personal delivery, **within seven days of your receipt of Notice**. Indicate in Part B if you question or object to the rent adjustment. The owner **must** reply, in writing, within seven days from the date he/she received your response. If the owner's reply is not satisfactory, or if it does not arrive within seven days, complete and sign Part C of this Original Notice and submit it to the nearest DHCR office for action.

As of July 1, 2026, the total household income for a Senior Citizen Rent Increase Exemption (SCRIE) or Disability Rent Increase Exemption (DRIE) cannot exceed $75,000. For SCRIE and DRIE, more than 1/3 of the total household income must be paid toward rent. For SCRIE, the tenant or tenant's spouse must be 62 years of age or older. For more information, tenants outside of New York City can visit hcr.ny.gov or call 914-948-4434. Please refer to DHCR Fact Sheets #20 and #21.

General Instructions: The average of the previous five rent stabilized guidelines board adjustments for two-year renewal leases was:

Westchester County: 2.50% (for all tenants including those who paid for heat or hot water)
Nassau County: 2.60%

These rates go into effect on October 1, 2025 and remain in effect through September 30, 2026.

Part B

Tenant Response to Owner

☐ I acknowledge receipt of this Notice. The Maximum Rent, as adjusted by this Notice, will be paid on the next rent payment date following sixty days from the date Notice was mailed or delivered to me (see Part A).

☐ I acknowledge receipt of this Notice but I question or object to the rent adjustment because:

Date of Mailing or Delivery

Signature of Tenant

Part C

Tenant Complaint to New York State Division of Housing and Community Renewal

I have read this Notice from the owner and served him/her with the objections or questions noted in Part B above.

☐ I am not in agreement with the owner's reply.

☐ I have received no reply, to date.

(**Tenant:** Please attach a more detailed statement of your question(s) or objection(s), with copies of any supporting documents, if you believe these will help you state your case.)

Date of Mailing or Delivery

Signature of Tenant