



State of New York
 Division of Housing and Community Renewal
 Office of Rent Administration
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**Rent Stabilization Lease Rider For Apartment House Tenants
 Residing In New York City**

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

NOTICE

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each 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”.)

INTRODUCTION:

This Rider is issued by the New York State Division of Housing and Community Renewal (“DHCR”), pursuant to the Rent Stabilization Law (“RSL”), and Rent Stabilization Code (“Code”). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider 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 replace or modify the RSL, the Code, any order of DHCR, or any order of the New York City Rent Guidelines Board.

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

Tenants should keep a copy of this Rider and of any lease they sign.

PROVISIONS

1. GUIDELINES INCREASES FOR RENEWAL LEASES:

The owner is entitled to increase the rent when a tenant renews a lease (a “renewal lease”). Each year, effective October 1, the New York City 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 1 or 2 years. The guidelines order may incorporate additional provisions, such as a supplementary low-rent adjustment. For additional information see DHCR Fact Sheet #26.

2. VACANCY INCREASES FOR VACANCY LEASES

The owner is entitled to increase the prior legal regulated rent when a new tenant enters into a lease (“vacancy lease”). The legal regulated rent immediately preceding the vacancy may be increased by statutory vacancy increases as follows:

If the vacancy lease is for a term of 2 years, 20% of the prior legal regulated rent; or if the vacancy lease is for a term of 1 year, the increase shall be 20% of the prior legal regulated rent less an amount equal to the difference between:

- a) The 2 year renewal lease guideline promulgated by the New York City Rent Guidelines Board (“RGB”) applied to the prior legal regulated rent and
- b) The 1 year renewal lease guideline promulgated by the RGB applied to the prior legal regulated rent.

Additional increases are available to owners where the legal regulated rent was last increased by a vacancy allowance eight or more years prior to the entering into of the subject vacancy lease or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization. Generally, this increase equals 0.6%, multiplied by the prior legal regulated rent, multiplied by the number of years since the last vacancy increase.

If the prior legal regulated rent was less than \$300, the total vacancy increase shall be as calculated above, **plus** an additional \$100. If the prior legal regulated was at least \$300, and no more than \$500, in no event shall the total vacancy increase be less than \$100.

A RGB order may authorize an additional vacancy “allowance,” which is separate from the statutory vacancy increase which an owner may charge. The tenant has the choice of whether the vacancy lease will be for a term of 1 or 2 years. For additional information see DHCR Fact Sheets #4 and 26.

3. SECURITY DEPOSITS

An owner may collect a security deposit no greater than one month’s rent. However, if the present tenant moved into the apartment prior to the date the apartment first became rent stabilized, and the owner collected more than one month’s rent as security, the owner may continue to retain a security deposit of up to two month’s rent for that tenant only. 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.

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 guidelines and statutory vacancy increases, the rent may be permanently increased based upon the following:

- (A) **New Services, New Equipment, Or Improvements Other Than Repairs - Individual Apartments** - If a new service or new equipment is added or an improvement is made, 1/40th of the cost of the new service, equipment or improvement may be added to the rent. If a new service or new equipment is added or an improvement made while the tenant is in occupancy, the owner must obtain the tenant's written consent to the increase. If a new service or new equipment is provided or an improvement made while the apartment is vacant, consent of the next tenant is not required, but such tenant may challenge the increase if it does not reflect the actual cost of the new service, new equipment or improvement. For additional information see DHCR Fact Sheet #12.
- (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. The owner must receive approval from DHCR which will permit the owner to increase rents pro-rata by 1/84th of the cost of the improvement. The owner is not required to obtain tenant consent. Tenants are served with a notice of the owner's application and have a right to challenge the MCI application on certain grounds. For additional information see DHCR Fact Sheet #11.
- (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.

An increase based on a major capital improvement or hardship may not exceed 6% in any 12 month period. Any increase authorized by DHCR which exceeds these annual limitations may be collected in future years.

5. FOR VACANCY LEASES ONLY:

If this Rider is attached to a **RENEWAL LEASE**, the owner is **NOT** obligated to complete this section.

If this Rider is attached to a **VACANCY LEASE**, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the prior legal regulated rent by completing the following chart. The owner is not entitled to a rent which is more than the legal regulated rent. For additional information see DHCR Fact Sheet #5. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

ANY INCREASE ABOVE THE PRIOR LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT GUIDELINES BOARD AND THE RENT STABILIZATION CODE.

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

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

Last Legal Regulated Rent \$ _____

1. Statutory Vacancy Increase

(i) Increase based on (1 year) (2 year) lease (circle one) (____%) \$ _____

(ii) Increase based on length of time (8 years or more) since last vacancy allowance or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization. (0.6% x number of years) \$ _____

(iii) Increase based on low rental amount. If applicable complete (a) or (b), but not both.

(a) Prior legal regulated rent was less than \$300 - additional \$100 increase, enter 100 \$ _____

(b) If the prior legal regulated rent was \$300 or more but less than \$500 (1) \$100
 the sum of (i) and (ii) (2) _____
 (1) minus (2). If less than zero, enter zero (3) _____

Amount from line(3) \$ _____

Vacancy Allowance, if permitted by NYC Rent Guidelines Board (____%) \$ _____

Guidelines Supplementary Adjustment, if permitted by NYC Rent Guidelines Board \$ _____

New Equipment, Service, Improvement for this apartment \$ _____

New Legal Regulated Rent \$ _____

Separate Charges or Credits: \$ _____

Surcharge (e.g., 421-a) \$ _____

Ancillary Service (e.g., garage) \$ _____

Other (specify _____) \$ _____

*New Tenant's Rent \$ _____

*If the "New Tenant's Rent" is a "preferential rent", upon renewal the owner may collect the "New Legal Regulated Rent" listed above plus all subsequent lawful adjustments.
 or

(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 Rider 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 _____) \$ _____.

- or -

(D) Other _____ \$ _____.
 (Specify - for example, a market or "first" rent after renovation to an individual apartment where the outer dimensions of the apartment have been substantially altered.)

6. RENT REGISTRATION:

(A) Initial

An owner must register an apartment's rent and services with DHCR within 90 days from when the apartment first becomes subject to the RSL. To complete the rent registration process, the owner must serve the tenant's copy of the registration statement upon the tenant. The tenant may challenge the correctness of the rental as stated in the registration statement within 90 days of the certified mailing to the tenant of the tenant's copy of the registration statement.

(B) Annual

The annual update to the initial registration must be filed with DHCR by July 31st with information as of April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy. The rental amount registered annually is challengeable by the filing with DHCR of a "*Tenant's Complaint of Rent Overcharge and/or Excess Security Deposit*" (DHCR Form RA-89), for a period of 4 years prior to the filing of the complaint. The rental history prior to this 4 year period will not be examined. Rent charged and paid on the date at the beginning of this 4 year period is the "base date rent."

(C) Penalties

Failure to register shall bar an owner from applying for or collecting any rent increases until such registration has occurred, except for those rent increases which were allowable before the failure to register. However, treble damages will not be imposed against an owner who collects a rent increase, but has not registered where the overcharge results solely because of such owner's failure to file a timely or proper initial or annual registration statement. Where the owner files a late registration statement, any rent increase collected prior to the late registration that would have been lawful except for the failure to timely and properly register will not be found to be an overcharge.

7. RENEWAL LEASES:

A tenant has a right to a renewal lease, with certain exceptions (see section 11 of this Rider, "When An Owner May Refuse To Renew A Lease").

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a 1 or 2 year lease at the permissible guidelines increase. After receiving the notice, the tenant always has 60 days to accept the owner's offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

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). 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.

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 vacancy allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet vacancy allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in section 10 of this Rider);
- (C) (1) if the building in which the apartment is located is receiving tax benefits pursuant to Section 421-a of the Real Property Tax Law, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine, 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2) 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;
- (D) if the Attorney General, pursuant to Section 352-eeee of the General Business Law, has accepted for filing an Eviction Plan to convert the building to cooperative or condominium ownership, a clause may be added providing that the lease may be cancelled upon expiration of a 3 year period after the Plan is declared effective. (The owner must give the tenant at least 90 days notice that the 3 year period has expired or will be expiring.)

- (E) if a proceeding based on an Owner's Petition for Decontrol ("OPD") is pending, a clause may be added providing that the lease will no longer be in effect as of 60 days from the issuance of a DHCR Decontrol Order, or if a Petition for Administrative Review ("PAR") is filed against such order, 60 days from the issuance of a DHCR order dismissing or denying the PAR, (see section 17 of this Rider, "Renewal Leases Offered During Pendency of High Income Deregulation Proceedings").

8. 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 husband, wife, 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 Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

9. SERVICES:

Except for complaints relating to heat, hot water, or other conditions requiring emergency repairs, prior written notification to the owner or managing agent of a service complaint is required. Application for a rent reduction may only be filed between 10 and 60 days after such notification, and a copy of the notification and proof of mailing and delivery must be attached to the application. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

Certain conditions, examples of which are set forth in the Code, 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 and 14.

10. 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 charge the tenant, the sublet allowance provided by the NYC Rent Guidelines Board. 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 the sublet allowance. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant's renewal lease commenced, and it takes effect when the subletting takes place. If a tenant in occupancy under a vacancy lease sublets, the owner is not entitled to any rent increase during the subletting.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, 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 charge the assignee, as a vacancy allowance, the rent the owner could have charged had the renewal lease been a vacancy lease. Such vacancy allowance shall remain part of the Legal Regulated Rent for any subsequent renewal lease. The rent increase is the vacancy allowance available when the tenant's renewal lease commenced and it takes effect when the assignment takes place.

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.

11. 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 instances noted, 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.

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 owner seeks the apartment in good faith for personal use or for the personal use of members of the owner's immediate family;
- (C) the building is owned by a hospital, convent, monastery, asylum, public institution, college, school, dormitory or any institution operated exclusively for charitable or educational purposes and the institution requires the apartment for residential or nonresidential use pursuant to its charitable or educational purposes; or
- (D) 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 150 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.

12. 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 because a tenant:

- (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; or
- (F) is occupying an apartment located in a cooperative or condominium pursuant to an Eviction Plan. (See subdivision (D) of section 7 of this Rider, "Renewal Leases".) A non-purchasing tenant pursuant to a Non-Eviction Plan may not be evicted, except on the grounds set forth in (A) - (E) above.

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.

13. 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.

A Senior Citizen or a Disabled Person in a building which is being converted to cooperative or condominium ownership pursuant to an Eviction Plan is eligible for exemption from the requirement to purchase his/her apartment to remain in occupancy. This exemption is available to Senior Citizens, or to Disabled Persons with impairments expected to be permanent, which prevent them from engaging in any substantial employment. A Conversion Plan accepted for filing by the New York State Attorney General's office must contain specific information regarding this exemption.

14. 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 Guidelines rent increases, hardship rent increases, and major capital improvement rent increases. 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 New York City Department of Finance.

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 New York City 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 #21.

15. SPECIAL CASES AND EXCEPTIONS:

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, or federal financing or mortgage insurance programs. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

16. HIGH INCOME RENT DEREGULATION:

Upon the issuance of an Order by DHCR, apartments which: (1) are occupied by persons who have a total annual income in excess of \$175,000 per annum for each of the two preceding calendar years and (2) have a legal regulated rent of \$2,000 or more per month, shall no longer be subject to rent regulation (“High Income Rent Deregulation”). The Rent Stabilization Law permits an owner to file a Petition for High Income Rent Deregulation on an annual basis. As part of the process, the tenant will be required to identify all persons who occupy the apartment as their primary residence on other than a temporary basis, excluding bona fide employees of the tenant(s) and sub-tenants, and certify whether the total annual income was in excess of \$175,000 in each of the two preceding calendar years. If the tenant fails to provide the requested information to DHCR, an order of deregulation will be issued. If the tenant provides the requested information and certifies that the total annual income was not in excess of \$175,000, the NYS Department of Taxation and Finance will review whether the apartment is occupied by persons who have a total annual income in excess of \$175,000 in each of the two preceding calendar years.

17. RENEWAL LEASES OFFERED DURING PENDENCY OF HIGH INCOME DEREGULATION PROCEEDINGS:

Where a High Income Deregulation Proceeding is pending before DHCR and the owner is required to offer a renewal lease to the tenant, a separate rider may be attached to and served with the Rent Stabilization Law “Renewal Lease Form” (RTP-8). If so attached and served, it shall become part of and modify the Notice and Renewal Lease. The text of the rider is set forth below and may not be modified or altered without approval of DHCR.

NOTICE TO TENANT:

Pursuant to Section 5-a of the Emergency Tenant Protection Act, or Section 26-504.3 of the Rent Stabilization Law, the owner has commenced a proceeding before DHCR for deregulation of your apartment by filing a Petition by Owner for High Income Rent Deregulation on _____, 20____.

(Date)

That proceeding is now pending before DHCR. If DHCR grants the petition for deregulation, this renewal lease shall be cancelled and shall terminate after 60 days from the date of issuance of an order granting such petition. In the event that you file a Petition for Administrative Review (PAR) the order of deregulation, or if you have already filed such PAR and it is pending before DHCR at the time you receive this Notice, and the PAR is subsequently dismissed or denied, this renewal lease shall be cancelled and shall terminate after 60 days from the issuance by DHCR of an order dismissing or denying the PAR.

Upon such termination of this renewal lease, the liability of the parties for the further performance of the terms, covenants and conditions of this renewal lease shall immediately cease.

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 Stabilization Law and the Rent Control Law. Tenants should contact DHCR Public Information Offices listed below for assistance.

Queens

92-31 Union Hall Street
Jamaica, NY 11433
(718) 739-6400

Lower Manhattan (South side of 110th Street and below)

25 Beaver Street
New York, NY 10004
(212) 480-6700

Upper Manhattan (North side of 110th Street and above)

163 West 125th Street
New York, NY 10027
(212) 961-8930

Bronx

1 Fordham Plaza,
Bronx, NY 10458
(718) 563-5678

Brooklyn

55 Hanson Place, 7th Floor
Brooklyn, NY 11217
(718) 722-4778

Attorney General of the State of New York
120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau - (212) 416-8345

- 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 - (212) 416-8121

- 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.

New York City Department of Housing Preservation and Development (HPD):

Division of Code Enforcement

Principal Office
100 Gold Street, New York, N.Y. 10038 - (212) 863-8000

- enforcement of housing maintenance standards.

New York City Central Complaint Bureau

215 West 125th Street, New York, N.Y. 10038 (212) 824-4328

- receives telephone complaints relating to physical maintenance, health, safety and sanitation standards, including emergency heat and hot water service. This service is available 24 hours per day. However, complaints as to emergency heat service are received only between October 1st and May 31st of each year.

New York City Rent Guidelines Board (RGB):

51 Chambers Street, Room 202, New York, N.Y. 10007 - (212) 385-2934

- promulgates annual percentage of rent increases for rent stabilized apartments and provides information on guidelines orders.

New York City Department of Finance

SCRIE/DRIE Exemption

59 Maiden Lane, 19th Floor, New York, New York, 10038 - (212) 487-6736

- administers the Senior Citizen Rent Increase Exemption program and Disability Rent Increase Exemption program.

Mayor's Office for People with Disabilities

- 100 Gold Street, 2nd Floor, New York, NY 10038- Tel: 212-788-2830

Copies of New York State and New York City rent laws are available in the business section of some public libraries. A person should call or write to a public library to determine the exact library which has such legal material.