

Section 1

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: _____ **A** _____ 20_____

Tenant's Name(s) and Address:

_____ **B** _____

Owner's /Agent's Name and Address:

_____ **C** _____

1. The owner hereby notifies you that your lease will expire on: _____ **D** _____ / _____ / _____



- A** Provide date of the lease.
- B** Provide tenant's/co-tenant's full name(s) and addresses, including apartment number.
- C** Complete name of Owner / Managing Agent, along with the full address.
- D** Provide the date the prior lease ends.

PART A - OFFER TO TENANT TO RENEW

Section 2

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 lower F rent is to be charged, check box and see item 5 below) <input type="checkbox"/> F1
A 1 Year	B \$ _____	C (%) \$ _____	D \$ _____	E \$ _____	F \$ _____
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.

- A** Select one of the lease terms (one or two years)
- B** Represents the amount of prior legal rent carried over from prior lease.
- C** Allowable Rent Guideline Board (RGB) increase.
- D** Individual apartment improvements (IAI). This not covered by SCRIE/DRIE. They are the tenant's responsibility to pay.
- E** Major Capital Improvement (MCI) Charges. The annual increase for an MCI cannot exceed 6% per year. There is a permanent prospective increase and a temporary retroactive increase. Only the permanent prospective increase becomes part of the new legal rent.
- F** New Legal Rent = Column B + Column C + Plus Column E
- F1** Check this box only if line 5 in lease Part A (found in Section 3 of tutorial) is to be completed.

Section 3

3. Security Deposit:

Current Deposit: \$ **A**

Additional Deposit Required - 1 year lease: \$ **B**

Additional Deposit Required - 2 year lease: \$

4. Specify separate charges, if applicable:

a. Air conditioner : \$

c. 421a (2.2%): \$

Total separate charges: \$

b. Appliances : \$ **C**

d. Other: \$

5. Lower Rent to be charged, if any. 1 year lease \$ **D** , 2 year lease \$ Agreement attached: Yes No **D1**

6. Tenant shall pay a monthly rent (enter amount from 2F or 5) of \$ **E** 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.

- A** Enter the security deposit currently being held by the building owner.
- B** Amount of additional security deposit added to amount in Column A for a 1-year or 2-year lease term. This is not covered by SCRIE/DRIE. It is the tenant's responsibility to pay it.
- C** Charges not applicable to the SCRIE-DRIE program. It is the tenant's responsibility to pay them.
- D** Preferential rent is a lower rent agreed upon by owner and tenant that is less than the legal rent in column F (or G (on some leases)).
- D1** Select Yes only if a preferential rider is attached to the lease. SCRIE/DRIE only provides abatement benefits based on the preferential rent if it is for the life of the tenancy. Select NO only if no agreement is attached.
- E** Enter amount for 1-year or a 2-year renewal, whichever applies, or the amount from Section 2, Column F -or Section 3, line. However, if there is a separate charge(s) in line 4, this will be added to Column F in Section 2 or line 5 in Section 3 to determine the tenant's monthly rent.

Section 4

7. This renewal lease shall commence on **A** , 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 \$ **B** 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 **C** .

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).

A Enter commencement date of the new lease and also enter date based upon when the lease will terminate. See lease Part A, Line 2, Column A (found in Section 2 of tutorial)

B Represents SCRIE/DRIE frozen rent amount for the prior lease.

C Indicate whether or not an operative sprinkler system exists on the premises. This does not pertain to the SCRIE-DRIE program.

Section 5

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 \$ _____.
- I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the present lease.

Dated: _____ 20

Dated: _____ 20

Tenant's Signature(s): _____

Owner's Signature(s): _____

A Tenant confirms desired lease terms.

B Both tenant and owner must fill in DATE lease was signed by both parties. The lease is not valid without this information.

C Both the tenant and Owner/Managing Agent must provide their signatures. Both signatures are required to make the lease fully executed.