

**ETPA RENEWAL LEASE FORM**

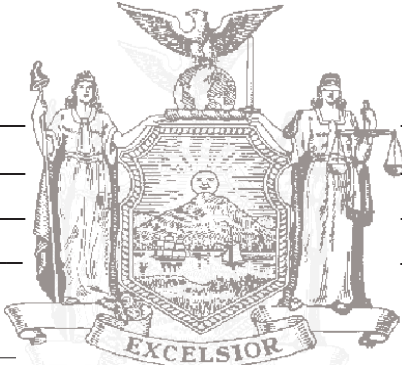
Owners and Tenants should read **INSTRUCTIONS TO OWNER** and **INSTRUCTIONS TO TENANT** on reverse side before filling out or signing this form

**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 Expiring Legal Regulated Rent	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 during last lease term	Column F New Legal Rent (If a lower rent is to be charged, check box and see item 5 below) <input type="checkbox"/>
<b>1 Year</b>	\$ _____	( % ) \$ _____	\$ _____	\$ _____	\$ _____
<b>2 Years</b>	\$ _____	( % ) \$ _____	\$ _____	\$ _____	\$ _____

\* 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. Lower 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 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 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 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 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.

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

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

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

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

## 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.

Failure to file a current registration for this housing accommodation with DHCR bars the collection of any guidelines increase after such registration should have been filed. This sanction is lifted prospectively upon the filing of a proper registration.

This Renewal Lease Form must be offered on the same terms and conditions as the expiring lease, except for such additional provisions as are 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

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 are the recipient of a Senior Citizen Rent Increase Exemption, or a Disability Rent Increase Exemption, your monthly rent is listed in item 9.*

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.

If you question the Legal Regulated Rent or the rental adjustments specified on the front of this Renewal Lease Form, ask the owner for an explanation. You may telephone the NYS Division of Housing and Community Renewal (DHCR), Office of Rent Administration, at the telephone number listed below for your Borough or District Rent Office for a rental history of your apartment and any related questions.

If the owner agrees to a rent which is lower than the legal regulated rent, this lower amount should be entered in item 5 on the reverse side of this Form, and a signed copy of the agreement should be attached. You may not change the content of this Renewal Lease Form without the owner's written consent. If a "lower rent" amount is listed in item 5 and such rent is a "preferential rent," upon renewal the owner may increase the rent to the legal rent listed in item 2 plus all subsequent lawful adjustments.

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.

**If you do not sign and return this Renewal Lease Form at the new rent (which appears in column "F" or item 5 on the reverse side of this form) in accordance with the instructions, and within the prescribed 60-day period, the owner may have grounds to start proceedings to evict you from your apartment.**

### For tenants in Rockland & Westchester Counties:

Westchester District Rent Office  
75 South Broadway  
White Plains, New York 10601  
(914) 948-4434

### For tenants in Nassau County:

Queens Borough Rent Office  
Gertz Plaza  
92-31 Union Hall Street  
Jamaica, New York 11433  
(718) 739-6400