

David A. Paterson
Governor



Deborah VanAmerongen
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**New York State Division of Housing and Community Renewal
Office of Rent Administration**

Gertz Plaza
92-31 Union Hall Street
Jamaica, NY 11433

Special Instructions for New York City Rent Guidelines Board Order #40

On June 19, 2008, the New York City Rent Guidelines Board adopted Guideline #40 for rent stabilized apartments in New York City. The guideline applies to renewal leases commencing on or after October 1, 2008 and on or before September 30, 2009.

Where the last vacancy lease for the subject apartment was executed **less than six years prior** to the commencement date of the subject renewal lease, then the increases are:

- **4.5%** for a **one** year lease (4% where the tenant pays for heat).
- **8.5%** for a **two**-year lease (8% where the tenant pays for heat).

However, where the last vacancy lease for the subject apartment was executed **six or more years prior** to the commencement date of the subject renewal lease, then the increases are:

- **4.5% or \$45**, whichever is greater, for a **one** year lease (4% or \$40, whichever is greater, where the tenant pays for heat).
- **8.5% or \$85**, whichever is greater, for a **two**-year lease (8% or \$80, whichever is greater, where the tenant pays for heat).

Owners are entitled to collect a percentage increase or a fixed dollar amount, but not both.

The rent increase selected is to be entered on Line 2 under Column "c" on the lease renewal form. It is not to be entered under Column "d".

If the amounts entered under Column "c" are not based on a percentage, but reflect the flat dollar amounts authorized by the applicable guideline, enter "N/A" within the parentheses.

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 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.

Tenant's Name _____ Dated: _____ 20 _____

Address _____ Apt. No. _____ Owner's/Agent Name _____

County _____ Zip Code _____ Mailing Address (No. & Street) _____

City, State & Zip Code _____

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* Authorized Applicable Guideline Increase (If unknown, check box and see below)** <input type="checkbox"/>	Column d Applicable Guideline Supplement, if any	Column e Lawful Rent Increase Adj. if any, effective after Sept. 30th indicated in Column b	Column f Separate charge, if any (specify under item 4 below)	Column g New rent (if lower rent is to be charged check box and see item 5 below) <input type="checkbox"/>
1 Year	\$ _____	(%) \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2 Years	Same as above	(%) \$ _____	\$ _____	\$ _____	\$ _____	\$ _____

* If the amounts entered under column "c" are not based on a percentage, but reflect the flat dollar amounts authorized by the applicable guideline, enter "N/A" within the parentheses.
 ** 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:
 Air conditioner - Electricity Charge: \$ _____ /mo. 421 a(2.2%): \$ _____ /mo:
 Other: \$ _____ /mo:

5. Lower Rent to be charged, if any, \$ _____. Agreement attached: Yes No

6. This renewal lease shall commence on _____, 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.)

7. This renewal lease is based on the same terms and conditions as your expiring lease, except that _____ lawful provisions attached and _____ written agreements between owner and tenant have been added. (Indicate in the blank spaces as applicable, the number of additional provisions or written agreements attached).

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 landlords under the Rent Stabilization Law must be attached to this lease when signed by the owner and returned to the tenant. The rent provided for in this renewal lease may be increased or decreased by order 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 two 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), agree to enter into a _____ year renewal lease at a monthly rent of \$ _____.

This renewal lease is based on the same terms and conditions as my (our) expiring lease, and further attached lawful provisions and attached written agreements, if any (see item 7 under PART A above).

I (we) will not renew my (our) lease and (we) intend to vacate the apartment on the expiration date of the present lease indicated above.

Tenant's Signature(s): _____
 Dated: _____ 20 _____
 Owner's Signature(s): _____
 Dated: _____ 20 _____

