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Residential Lease Agreement

State of New York

Homes this form does not cover

This form was not written for manufactured or mobile homes, condominiums or co-ops, or subsidized housing.

Key terms

Home: _____

Landlord: _____

Tenant: _____

Term: From _____ to _____, or month to month

Rent: $_____ a month, due on the _____ day

Security deposit: $_____

Late fee: See Late fee below

Utilities Tenant pays: _____

1. Who this lease is between

This lease is between _____ ("Landlord") and _____ ("Tenant"). If more than one person signs as Tenant, "Tenant" means each of them.

Tenant's phone: _____.

2. Owner, manager and legal papers

Landlord's mailing address is _____.

Landlord's phone number is _____.

Landlord's email is _____.

Who owns the home (tick one):

☐ Landlord signs this lease as property manager or agent for the owner: _____, _____.

☐ Landlord owns the home.

The person who accepts notices and legal papers for Landlord is _____, at

_____. Landlord will tell Tenant in writing if any of these details change.

3. Emergency and repairs contact

In an emergency, call 911 first if anyone is in danger. The emergency contact for an urgent problem with the home, such as a burst pipe or no heat in cold weather, is _____, at any hour.

Send repair requests to _____.

4. The home

Landlord rents to Tenant the home at _____, in New York (the "Home"). Tenant may also use any shared areas of the property that are meant for tenants, such as hallways, laundry rooms and yards, subject to the rules in this lease.

5. How long this lease lasts

Length of this lease (tick one):

☐ This lease starts on _____ and ends on _____.

☐ This lease starts on _____ and continues month to month until one side ends it as this lease describes.

If the Home is not ready for Tenant on the start date, Tenant owes no rent until it is. If it is still not ready 7 days after the start date, Tenant may cancel this lease in writing and get back everything Tenant has paid. Tenant keeps any other right the law gives in this situation.

6. When the term ends

When the fixed term ends (tick one):

☐ When the term ends, this lease continues month to month on the same terms unless either side has given the notice this lease requires.

☐ This lease ends on the end date and Tenant will move out by that day.

☐ This lease ends on the end date unless both sides sign a renewal.

If Tenant stays after this lease has ended without Landlord's agreement, Tenant owes rent for each day of the stay at this lease's daily rate, and Landlord may use the process the law allows to regain the Home.

7. Rent

Rent is $_____ a month, due in advance on the _____ day of each month. Tenant does not need a reminder to pay it.

If the due day is a Saturday, Sunday or legal holiday, rent received on the next business day is on time.

Pay rent to _____ at _____.

8. How to pay

Tenant may pay rent by:_____.

Paying online (tick one):

☐ Rent cannot be paid online.

☐ Tenant may pay rent online with no fee.

☐ Tenant may pay rent online. Paying online is optional, and the fee of_____

applies only to a payment Tenant chooses to make that way. It is not part of the rent.

Landlord will not require Tenant to use an online billing or payment system as the only way to pay rent, and will not charge Tenant any fee or other charge for choosing not to use one.

9. First month's rent

If this lease starts after the first day of a month, the first payment covers only the days from the start date to the end of that month: $_____. If no amount is written here, the full rent is due from the start.

10. Late fee

If rent is not received within _____ days after the due date, Tenant owes a late fee of _____. The fee is charged once for each late payment and is never added to another late fee. No late fee is owed on rent Tenant lawfully withholds. If no amount is written here, no late fee is charged.

Whatever days and amount are written above, Landlord may charge a late fee only if the rent has not been paid within five days after the date it was due (RPL 238-a(2)). The late fee cannot be more than $50 or five percent of the monthly rent, whichever is less (RPL 238-a(2)).

11. Returned payments

If a check Tenant gave for rent is returned for insufficient funds, Tenant owes a returned-check fee of $_____, and still owes the rent itself. If no amount is written here, no returned-check fee is charged. It cannot be more than the actual costs, charges or fees Landlord incurs for the return of the check, or $20, whichever is greater. If the fee is more than $20, Landlord will give Tenant on request evidence that the fee matches those actual costs.

12. Partial payments

Partial payments (tick one):

☐ Landlord does not have to accept less than the full amount due. There is no charge for offering a partial payment.

☐ Landlord accepts partial payments, with no extra charge. Tenant still owes the rest by the due date.

A payment goes first to the oldest rent owed, then to other amounts owed. Accepting a partial payment does not cancel what is still owed, and does not give up any right unless Landlord agrees in writing or the law says otherwise.

13. Other fees

Any other fee is listed here, with what it is for. If nothing is written here, this lease requires no other fee.

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Landlord does not charge any payment, fee or charge for processing, reviewing or accepting an application, or any other payment, fee or charge before or at the beginning of the tenancy, except as a New York statute or

regulation provides and except a fee to reimburse the cost of a background check and credit check.

No fee listed in Other fees is due before or at the beginning of the tenancy.

That fee is no more than the actual cost of the background check and credit check or $20, whichever is less. Landlord will waive it if Tenant gives Landlord a copy of a background check or credit check done within the past thirty days, and will not collect it unless Landlord gives Tenant a copy of the check and the receipt or invoice from the company that did it.

14. What is due at move-in

Due before Tenant moves in. If no amount is written on a line, nothing is due for it.

First month's rent: $_____

Security deposit: $_____

Pet deposit: $_____

Key deposit: $_____

Last month's rent paid up front: $_____

Other: $_____

Total due at move-in: $_____

15. Where the deposit is held

The deposit stays Tenant's money. Landlord holds it in trust and will not mix it with Landlord's own money or treat it as Landlord's property. When Landlord places the deposit in a bank, which must have a place of business in New York, Landlord will tell Tenant in writing the name and address of the bank and the amount deposited.

The bank is _____, at _____.

If the deposit is placed in an interest-bearing account, Landlord may keep one percent a year of the deposit as administration expenses, in place of all other administrative and custodial expenses. The rest of the interest is Tenant's money, held in trust until the deposit is returned or applied, or paid to Tenant each year. If the lease ends when the bank does not regularly pay interest, Landlord will pay Tenant the interest Landlord is able to collect on that date.

If the building has six or more family dwelling units, Landlord will keep the deposit in an interest-bearing account in a bank in New York, at the prevailing rate earned by such deposits in the area.

16. Rent increases

During a fixed term, rent stays the same unless both sides agree in writing.

To offer Tenant a renewal with a rent increase of 5 percent or more above the current rent, or to not renew, Landlord will give Tenant written notice of at least 30 days if Tenant has lived in the Home less than one year and does not have a lease term of at least one year; at least 60 days if Tenant has lived in the Home more than one year but less than two years, or has a lease term of at least one year but less than two years; and at least 90 days if Tenant has lived in the Home more than two years or has a lease term of at least two years. The time counts Tenant's total time in the Home or the length of the tenancy in each lease, whichever is longer.

The notice will carry the Good Cause Eviction law notice that New York requires. If Landlord does not give timely notice, Tenant's tenancy continues on its existing terms from the date Tenant gets actual written notice until the notice period has run, whatever this lease says.

17. Using the home

The Home is Tenant's private home. Quiet work from home that brings no customers, signs or extra traffic is fine. Any other business use needs Landlord's written agreement.

18. Subletting and transfer

Tenant may not sublet the Home or transfer this lease without Landlord's written agreement. Landlord will consider each request fairly and answer in writing within a reasonable time.

19. Short-term rentals

Tenant may not rent out the Home or any room for short stays, through a listing site or otherwise, without Landlord's written agreement.

20. Everyone is responsible together

Each person who signs as Tenant is responsible for all of what this lease requires, including the whole rent, and not only a share. Landlord may ask any one of them, or all of them, for what is owed. This does not take away any right the law gives a person to leave a lease early, or to be released from it.

21. Pets

Pets (tick one):

☐ No pets may live in or visit the Home without Landlord's written agreement.

☐ These pets may live in the Home: _____. Tenant will keep them under control, clean up after them and pay for any damage they cause beyond normal wear and tear.

If pets are allowed: the pet deposit is $_____ and pet rent is $_____ a month. If no amount is written here, none is charged. A pet deposit is handled like the security deposit. Where the law limits deposits, it may count toward that limit.

22. Assistance animals

An assistance animal for a person with a disability is not a pet. The pet rules, pet deposits and pet rent do not apply to it, though Tenant may be responsible for damage it causes, as the law provides. Landlord will consider requests as fair-housing law requires.

23. Smoking and vaping

Smoking and vaping (tick one):

☐ No one may smoke or vape anything inside the Home, on its balconies or patios, or in shared indoor areas.

☐ Smoking and vaping are allowed inside the Home. They are not allowed in shared indoor areas. Tenant pays for any damage beyond normal wear and tear, including burns and lasting odor.

24. Parking and vehicles

Parking (tick one):

☐ No parking comes with this lease.

☐ This parking comes with the Home: _____. Vehicles parked there must be in working order and legally registered. A vehicle may be towed only as the law allows.

25. Storage

☐ This storage comes with the Home: _____. Tenant may not keep anything dangerous there.

26. Keys and locks

At move-in Tenant receives:_____. Tenant returns all keys at move-out.

Tenant will not change or add a lock without Landlord's written agreement, unless the law gives Tenant the right to, and will give Landlord a key to any new lock unless the law says otherwise.

If Tenant loses a key, or asks to be let in, the charge for that help is_____. If no amount is written here, there is no charge.

Except through the eviction process the law provides, Landlord will not lock Tenant out, remove doors or belongings, or shut off a utility to make Tenant leave or pay.

27. House rules

Tenant will follow any written rules Landlord has given Tenant. A rule must be fair, clear and apply to all tenants alike. A later rule that materially changes this lease needs Tenant's written agreement, unless the law allows it on notice.

Community rules (tick one):

☐ No homeowners association or community rules apply to the Home.

☐ Homeowners association or community rules apply to the Home. Landlord has given Tenant a copy, and Tenant will follow them.

28. Changes to the Home

Tenant needs Landlord's written agreement before painting, or making any lasting change to the Home. Small nail holes for pictures are normal wear and tear. A Tenant with a disability may ask to make a change the person needs, as fair-housing law allows.

29. Respect for neighbors

Tenant, Tenant's household and guests will not disturb neighbors' peaceful enjoyment of their homes, make the property unsafe or use the property for anything illegal.

30. Move-in condition record

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the attached Move-in Condition Record, a move-in checklist of the condition of the Home and everything Landlord provides in it.

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the inspection report, a move-in checklist of the condition of the Home and everything Landlord provides in it. The signed report is part of this lease.

Each keeps a copy. Tenant may add anything found in the first 7 days by writing to Landlord. The record is used at move-out to tell damage from what was already there.

After this lease is signed and before Tenant moves in, Landlord will offer Tenant the chance to inspect the Home with Landlord or Landlord's agent to find its condition. If Tenant asks, both sides will sign, before Tenant moves in, a written agreement stating the condition of the Home and noting any existing defects or damage.

When Tenant moves out, Landlord may not keep any part of the deposit for a condition, defect or damage noted in that agreement.

31. What Landlord takes care of

Landlord will keep the Home fit to live in, as the law requires: its structure, roof, doors and windows; its plumbing, electricity, heating and hot water; anything else Landlord provides in it; and any shared areas.

Tenant does not pay for repairs that are Landlord's duty, unless Tenant, someone in Tenant's household or a guest caused the problem through a deliberate or careless act, and the law allows the charge.

32. What Tenant takes care of

Tenant will keep the Home clean and safe, put out trash and recycling, use its fixtures and appliances properly, and promptly report anything that needs repair. Tenant pays to fix damage beyond normal wear and tear caused by Tenant, Tenant's household or guests.

33. How to ask for a repair

Tenant should ask for repairs in writing, by message or email, to the contact named above, and by phone in an emergency. Landlord will respond within a reasonable time, and sooner when health or safety is at stake. Nothing here takes away a right the law gives Tenant if a repair is not made.

34. Reporting a problem to the authorities

Tenant may report a nuisance, or code violations of a building, safety or health code, to the local government office that handles them, or to the police if it is a crime.

Landlord will not retaliate against Tenant for making a report in good faith.

35. Smoke and carbon monoxide alarms

The Home has working smoke alarms and, where the law requires them, carbon monoxide alarms. Tenant will test them regularly, leave them connected and tell Landlord at once if one is not working.

36. Appliances and furnishings

These come with the Home: _____. Landlord repairs them unless Tenant, Tenant's household or a guest caused the damage.

37. Pests and bed bugs

Tenant will keep the Home clean, tell Landlord promptly about any sign of pests or bed bugs, and cooperate with treatment. Landlord will deal with pests as the law requires, and Tenant pays only where Tenant's household or guests caused the problem and the law allows the charge.

38. Mold and moisture

Tenant will use fans and open windows to control moisture, wipe up water promptly and tell Landlord promptly about any leak or mold. Landlord will fix leaks and the moisture problems that are Landlord's duty.

39. Utilities and services

Tenant pays for these utilities:_____. Landlord pays for these utilities: _____.

These services come with the rent: _____.

Tenant will open any account in Tenant's own name that Tenant is responsible for, and keep it paid, so that service is not cut off.

40. Yard and snow

Yard and snow, for a house (tick one):

☐ Tenant takes care of the yard and clears snow and ice from the Home's walkways.

☐ Landlord takes care of the yard and clears snow and ice from the Home's walkways.

41. Renters insurance

Renters insurance (tick one):

☐ This lease does not require renters insurance, and Landlord recommends it. Landlord's insurance does not cover Tenant's belongings.

☐ Tenant will carry renters insurance with at least $_____ of liability coverage and show proof when asked. Landlord's insurance does not cover Tenant's belongings.

42. Belongings and responsibility for harm

Landlord does not insure Tenant's belongings. Nothing in this lease excuses Landlord, Landlord's agents or employees, or Tenant from responsibility for negligent or wrongful acts, or for anything else the law makes them responsible for.

43. Fire or other serious damage

If fire, flood or something else that Tenant did not cause makes the Home unsafe to live in, Tenant owes no rent for the time it cannot be lived in, and either side may end this lease by written notice, unless the law says otherwise. If only part cannot be used, the rent goes down fairly until it is repaired. Landlord will return the deposit as this lease describes.

44. When Landlord may enter

Landlord may enter the Home for the reasons the law allows, such as to inspect it, make repairs or agreed improvements, or show it to buyers, new tenants, lenders or workers, and will not use entry to harass Tenant.

Except in an emergency, Landlord will enter only at reasonable times and after reasonable notice, or as New York law otherwise requires.

45. Showing the Home

When the Home is for sale, or this lease is ending, Landlord may show it to buyers or new tenants under the entry rules above, and may put up a sign if the law allows.

46. Giving notice to move out

☐ Outside New York City, Tenant may end a month-to-month tenancy by notifying Landlord at least one month before the end of the term.

☐ In New York City, Landlord will give Tenant written notice before ending a month-to-month tenancy, of the same number of days this lease gives under Rent increases for a landlord who will not renew.

A notice must be in writing and say the date the tenancy ends.

47. Leaving early

☐ Tenant may end this lease early by giving_____ days' written notice and paying _____. Once Tenant has done that and moved out, Tenant owes no more rent after the date in the notice.

If Tenant moves out early with no right to, Landlord will, in good faith and according to Landlord's resources and abilities, take reasonable and customary steps to rent the Home at the fair market rent or the rent in this lease, whichever is lower. When a new tenant's lease begins, this lease ends, and what Tenant owes is reduced as the law provides. Landlord has the burden of proving any damages it claims.

48. Military service

A Tenant who joins the military, or who is on active duty and receives orders for a permanent change of station or a deployment of 90 days or more, may end this lease early under the federal Servicemembers Civil Relief Act, by giving Landlord written notice and a copy of the orders. The Act also covers a servicemember's household in some cases. Landlord may not charge an early-termination fee for using this right.

49. Safety, and other rights to leave early

Whatever this lease says, if Tenant or a member of Tenant's household is a victim of domestic violence and reasonably fears remaining in the Home because of potential further domestic violence, Tenant may end this lease by written notice to Landlord or Landlord's agent, and to any cotenants other than the person who committed the domestic violence. The notice names an end date no earlier than thirty days after the notice is delivered, and a notice mailed by first class mail is delivered five days after mailing. It says that Tenant or a member of Tenant's household has experienced domestic violence and reasonably believes that person cannot safely remain in the Home. Within twenty-five days after the notice, Tenant gives Landlord documentation of the domestic violence of a kind RPL 227-c lists, such as an order of protection or a report from law enforcement.

Tenant who ends this lease this way pays rent pro rata up to the end date. If Tenant has vacated, Landlord will refund prepaid rent covering the time after the end date within ten days after the notice is delivered. Landlord will not keep any part of the deposit because Tenant used this right, and will keep confidential the information Tenant gives in using it, unless Tenant authorizes its release in writing or the law or a court requires it.

Whatever this lease says, if a tenant is 62 or older (or will be during this lease) or has a disability, or is the spouse or dependent of such a person living with them, Landlord agrees to let that Tenant end this lease and surrender the Home, and releases Tenant from rent for the time after the end date, adjusting to that date any rent paid in advance or accrued, if a physician certifies that Tenant can no longer, for medical reasons, live independently in the Home and needs assistance, and Tenant will move to a family member's residence, or if Tenant is notified of an opportunity to move into an adult care facility, a residential health care facility, a subsidized housing unit, or less expensive premises in housing built for senior citizens or persons with disabilities, as RPL 227-a describes.

Tenant ends this lease for that reason by written notice to Landlord or Landlord's agent, with the documents RPL 227-a lists. The end date is no earlier than thirty days after the date the next rent payment after the notice is delivered is due. A notice mailed is delivered five days after mailing.

50. If either side breaks this lease

If Tenant does not pay rent or breaks another term, Landlord will give Tenant the written notice the law requires, with any chance to fix the problem that the law gives. If it is not fixed, Landlord may go to court to end the tenancy and recover what is owed. Landlord will not remove Tenant or Tenant's belongings by force or by

shutting off essential services, and will use only the steps the law allows, including the court process the law provides.

If Landlord breaks this lease or does not keep the Home fit to live in, Tenant has the rights and remedies the law gives. Neither side gives up a right by waiting to use it, unless the law says otherwise.

51. If Tenant leaves without notice, or leaves belongings

Landlord may treat the Home as abandoned, and deal with anything left behind, only as the law allows.

52. Moving out

When moving out, Tenant will remove all belongings, leave the Home clean and in the condition it was in at move-in apart from normal wear and tear, return all keys and give Landlord a forwarding address in writing. Tenant may ask to be present when Landlord inspects the Home, and Landlord will agree if it can reasonably be arranged, or as the law requires.

53. If the Home is sold

If the Home is sold, this lease stays in force. Landlord will tell Tenant in writing who the new owner is and where to pay rent, and will transfer the deposit as the law requires.

54. Attorney fees

☐ If Landlord and Tenant go to court over this lease, the side that wins may recover reasonable attorney fees and expenses, if the court awards them.

Landlord will pay Tenant's reasonable attorneys' fees and expenses that result from Landlord's failure to perform any duty Landlord has under this lease, or from Tenant's successful defense of an action or summary proceeding Landlord starts against Tenant arising out of this lease. Tenant may recover them as the law provides, including by counterclaim. Landlord cannot recover attorneys' fees on a default judgment.

55. How notices are given

A notice under this lease must be in writing and delivered by hand, or sent by mail, to Tenant at the Home and to Landlord at the address for notices above. Email or text counts only if both sides have agreed to it in writing and the law allows it. Legal papers are served as the law requires.

56. The whole agreement

This lease and its attachments are the whole agreement. Changes must be in writing and signed by both sides. If any part conflicts with the law, the law controls, and the rest of this lease still applies. Nothing in this lease takes away a right that the law says cannot be given up.

57. Which law applies

New York law and any local law that applies to the Home govern this lease.

58. Fair housing

Landlord does not discriminate on any basis the law forbids, including race, color, religion, sex, disability, familial status or national origin. A Tenant with a disability may ask for a reasonable change in rules, services or the Home that the person needs, as fair-housing law provides, by writing to the contact for notices.

59. Signing electronically

Both sides may sign this lease electronically, and an electronic signature counts the same as one on paper. Anyone who would rather sign on paper may ask, and Landlord will arrange it.

60. Copies

Each Tenant receives a signed copy of this lease and its attachments, free of charge, when it is signed. Landlord will give another copy on request, within a reasonable time.

61. Language

If this lease was negotiated mainly in a language other than English, Tenant should ask for a translation, which the law requires in some places, and should ask for help with anything in this lease Tenant does not understand.

62. Lead-Based Paint Disclosure (homes built before 1978)

This section applies if the home was built before 1978, unless the home is exempt under federal law.☐ The home was built in 1978 or later, so this section does not apply.

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's disclosure (tick one): ☐ Landlord knows of lead-based paint and/or lead-based paint hazards in the housing, as follows: _____. ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports (tick one): ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing: _____. ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's acknowledgment: Tenant has received copies of all information listed above and the pamphlet Protect Your Family From Lead in Your Home.

Agent's acknowledgment, if an agent acts for Landlord: The agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of the agent's duty to ensure compliance with 40 CFR Part 745, Subpart F.

Certification: By signing this Lease, each person signing certifies that, to the best of their knowledge, the information they have provided above is true and accurate. The dates of signature are those recorded with each signature on this Lease.

63. Sprinkler system

Sprinkler system (tick one):

☐ **The Home has a maintained and operative sprinkler system. The last date of maintenance and inspection was _____.**

☐ **The Home does not have a maintained and operative sprinkler system.**

64. Flood history and flood risk

Floodplain designated by FEMA (tick one):

☐ Any or all of the Home is wholly or partly in a floodplain designated by the Federal Emergency Management Agency (FEMA).

☐ No part of the Home is in a floodplain designated by the Federal Emergency Management Agency (FEMA).

100-year floodplain (tick one):

☐ Any or all of the Home is wholly or partly in the Special Flood Hazard Area (the 100-year floodplain) on FEMA's current Flood Insurance Rate Maps for the area.

☐ No part of the Home is in the Special Flood Hazard Area (the 100-year floodplain) on FEMA's current Flood Insurance Rate Maps for the area.

500-year floodplain (tick one):

☐ Any or all of the Home is wholly or partly in a Moderate Risk Flood Hazard Area (the 500-year floodplain) on FEMA's current Flood Insurance Rate Maps for the area.

☐ No part of the Home is in a Moderate Risk Flood Hazard Area (the 500-year floodplain) on FEMA's current Flood Insurance Rate Maps for the area.

Earlier flood damage (tick one):

☐ Landlord knows or reasonably should know that the Home has had earlier damage from a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation or river overflow. The damage was: _____.

☐ Landlord does not know, and reasonably should not know, of any earlier damage to the Home from a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation or river overflow.

65. Flood insurance

Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

66. Certificate of occupancy

☐ **This notice is given because the owner owns three or fewer rental units.**

Certificate of occupancy (tick one):

☐ **A certificate of occupancy is required by law for the Home, and it is currently valid.**

☐ **A certificate of occupancy is required by law for the Home, and it is not currently valid.**

☐ **A certificate of occupancy is not required by law for the Home.**

67. Who may live in the Home

Whatever this lease says about who may live in the Home, Landlord does not restrict occupancy to Tenant, or to Tenant and Tenant's immediate family.

If one person signs as Tenant, the Home may be occupied by Tenant, Tenant's immediate family, one additional occupant and that occupant's dependent children, as long as Tenant or Tenant's spouse lives in the Home as a primary residence.

If two or more people sign as Tenant, the Home may be occupied by the tenants, their immediate family, occupants and the occupants' dependent children, as long as the total number of tenants and occupants, not counting occupants' dependent children, is not more than the number of tenants named in this lease, and at least one tenant or a tenant's spouse lives in the Home as a primary residence.

Tenant will tell Landlord the name of any occupant within thirty days after the occupant moves in, or within thirty days after Landlord asks. An occupant or an occupant's dependent child gets no right to stay if Tenant moves out, and no other right of a tenant, unless Landlord agrees in writing. Landlord may still limit occupancy as needed to follow federal, state or local laws, regulations, ordinances or codes.

68. Guests

Guests are welcome. A guest is not an occupant, and Landlord's agreement is not needed for a guest to stay. Someone who is to live in the Home is an occupant, and the clause on who may live in the Home applies. Tenant is responsible for how guests behave and for any damage they cause.

69. Security deposit

Tenant pays a security deposit of $_____. It remains Tenant's money, held against what Tenant may owe at the end of this lease. It is not rent, and Tenant may not use it as the last month's rent unless Landlord agrees in writing. To speed up its return, Tenant should give Landlord a forwarding address in writing when moving out.

The security deposit, any pet deposit and any other deposit or advance will not together be more than one month's rent (GOL 7-108(1-a)(a); for a rent stabilized home, GOL 7-107(2)).

Whatever else this lease says about the deposit, Landlord may keep from it only the reasonable and itemized costs of unpaid rent, of damage Tenant caused beyond normal wear and tear, of unpaid utility charges payable directly to Landlord under this lease, and of moving and storing Tenant's belongings. Landlord may not keep any part of the deposit for ordinary wear and tear or for damage a prior tenant caused. The rest of the deposit is refundable to Tenant when Tenant moves out.

Within fourteen days after Tenant has vacated the Home, Landlord will give Tenant an itemized statement of the basis for any amount kept, and will return the rest of the deposit. If Landlord does not give the statement and the deposit within fourteen days, Landlord loses the right to keep any part of the deposit.

Within a reasonable time after either side gives notice that it intends to end the tenancy, unless Tenant gives less than two weeks' notice, Landlord will tell Tenant in writing that Tenant may ask for an inspection before moving out and may be present at it. If Tenant asks, the inspection will take place no earlier than two weeks and no later than one week before the tenancy ends. Landlord will give Tenant at least forty-eight hours' written notice of its date and time. After the inspection, Landlord will give Tenant an itemized statement of the repairs or cleaning that may be the basis for a deduction from the deposit, and Tenant may fix any such condition before the tenancy ends.

70. Subletting and assigning in New York

If the Home is in a building with four or more residential units, Tenant may sublet the Home with Landlord's written consent given in advance, and Landlord will not unreasonably withhold it. Tenant asks by mailing Landlord a notice by certified mail, return receipt requested, with the information RPL 226-b lists. Within ten days after the request is mailed, Landlord may ask for additional information that is not unduly burdensome. Within thirty days after the request, or after the additional information, whichever is later, Landlord will send Tenant a notice of consent, or if Landlord does not consent, its reasons. If Landlord does not send that notice, Landlord has consented. Tenant stays responsible for Tenant's obligations under this lease while the Home is sublet. If Landlord reasonably withholds consent, the Home may not be sublet and Tenant is not released from

this lease. If Landlord unreasonably withholds consent, Tenant may sublet as requested, and may recover the costs of the proceeding and attorneys' fees if a court finds Landlord acted in bad faith by withholding consent.

Unless this lease gives Tenant a greater right, Tenant may not assign this lease without the owner's written consent. If the owner unreasonably withholds consent to an assignment, the owner will release Tenant from this lease when Tenant asks, on thirty days' notice, and that release is Tenant's only remedy. If the owner reasonably withholds consent, there is no assignment and Tenant is not released from this lease. Nothing in this lease waives the rights RPL 226-b gives Tenant.

71. If the Home is in New York City: Pets

If the Home is in a multiple dwelling and Tenant openly keeps a household pet for three months or more, Landlord knows of it, and Landlord starts no case within those three months to enforce a rule of this lease against pets, that rule is waived as to that pet. Landlord may not restrict this right in this lease. It does not protect a pet that damages the Home, is a nuisance, or substantially interferes with the health, safety or welfare of others.

72. If the Home is in New York City: Notices given with this lease

☐ The state's notice of the bedbug history of the Home and the building for the past year (form DBB-N) is attached to this lease.

If the Home is in a multiple dwelling, Landlord will also give Tenant, at a new lease and each renewal, the most recent bedbug report and the health department's bedbug information notice, or will post them in a prominent public place in the building.

If the building is a class A multiple dwelling, the building's smoking policy is part of this lease. Landlord will give Tenant a copy, or post it in the building, and will do so again each year. Tenant will follow it and will include it in any sublease.

☐ New York City's lease notice about indoor allergen hazards, such as mold, mice, rats and cockroaches, is attached to this lease.

☐ The health department's pamphlet What Tenants Should Know About Indoor Allergens is attached to this lease.

☐ The building is covered by New York City's lead-based paint law: it was built before 1960, or from 1960 through 1977 and Landlord knows of lead-based paint. Tenant will answer truthfully whether a child of applicable age lives or will live in the Home, and will allow Landlord reasonable access, on reasonable notice, to inspect for and repair lead-based paint hazards.

☐ New York City's lease notice about lead-based paint, which asks whether a child of applicable age lives or will live in the Home, is attached to this lease in English and in Spanish. Tenant will complete it when signing this lease.

☐ The health department's pamphlet Lead Paint Hazards in the Home is attached to this lease.

73. If the Home is in New York City: Lead paint protections cannot be waived

Whatever this lease says, Tenant does not give up any protection of New York City's lead-based paint law. Any agreement to do so is void.

74. If the Home is in New York City: Window guards

In a multiple dwelling, Landlord will provide, install and maintain a window guard on each window of the Home when a child ten years old or younger lives there, and on any other window (other than a fire escape window or

a required first-floor exit) when Tenant asks in writing. Tenant will not obstruct or interfere with installing or maintaining a window guard and will not remove one.

☐ The health department's window guard lease notice is attached to this lease in English and in Spanish. Tenant will complete it and return it to Landlord.

For further information, call 311 and ask about window falls prevention.

75. If the Home is in New York City: Rent stabilization

☐ The Home is subject to the rent stabilization law. Landlord will give Tenant a copy of this lease signed by both parties, showing the start and end dates, within 30 days after Landlord receives the lease signed by Tenant. Tenant may choose a one year or two year lease, for a new lease and each renewal (a narrow exception applies to certain mortgages from before April 1969). If Tenant is 65 or older, or receives disability retirement benefits or supplemental security income, Landlord will not demand or keep a security deposit or advance payment of more than one month's rent.

☐ The state's rider describing owners' and tenants' rights under the rent stabilization law (form RA-LR1) is attached to this lease, in larger type than the lease.

76. Signatures

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

By signing, each party agrees to this lease and its attachments.

Move-in Condition Record

Landlord and Tenant fill this in together before Tenant moves in. Write what is there and what condition it is in, including anything Landlord provides. Note anything already damaged or worn, and take dated photos if you can. Each side keeps a signed copy. This record is part of the lease.

Entry and hallways: _____

Living room: _____

Kitchen: counters, cabinets, sink: _____

Kitchen: stove, oven, refrigerator: _____

Dining area: _____

Bedroom 1: _____

Bedroom 2: _____

Bedroom 3: _____

Bathroom 1: _____

Bathroom 2: _____

Windows, screens, blinds: _____

Floors and carpet: _____

Walls, ceilings, paint: _____

Heating and cooling: _____

Smoke and carbon monoxide alarms: _____

Laundry: _____

Garage, parking, storage: _____

Yard, patio, balcony: _____

Keys and remotes given: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Pet Addendum

This addendum is part of the lease. It applies to these pets only:

_____.

Tenant will keep each pet licensed and vaccinated as the law requires, keep it under control, clean up after it, and make sure it does not disturb neighbors or harm anyone. Tenant pays for any damage a pet causes beyond normal wear and tear.

A new or replacement pet needs Landlord's written agreement. Landlord may ask Tenant to remove a pet that seriously threatens health or safety, or that keeps disturbing neighbors after written warning, as the law allows.

An assistance animal for a person with a disability is not a pet, and this addendum does not apply to it.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Parking Rules

This addendum is part of the lease. Tenant may park in: _____.

Each vehicle must be in working order and legally registered. Tenant will not store or repair vehicles in a way that leaks fluids, blocks others or breaks local rules. A vehicle may be towed only as the law allows, and with any notice the law requires.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Smoke-Free Addendum

This addendum is part of the lease. No one may smoke or vape anything inside the Home, on its balconies or patios, in shared indoor areas, or anywhere else on the property that Landlord has marked as smoke-free.

Tenant is responsible for what Tenant's household and guests do. Tenant pays to repair damage caused by smoking or vaping beyond normal wear and tear, including burns and lasting odor. Where a person's disability calls for a change to this rule, Tenant may ask for one as fair-housing law provides.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Notice to Tenant of Applicability or Inapplicability of the New York State Good Cause Eviction Law

Landlord has filled out the official Notice to Tenant of Applicability or Inapplicability of the New York State Good Cause Eviction Law, and it is attached to and part of this lease.