

FACT SHEET



George E. Pataki, Governor
Joseph H. Holland, Commissioner

A PUBLICATION OF NEW YORK STATE
DIVISION OF HOUSING AND COMMUNITY RENEWAL
OFFICE OF RENT ADMINISTRATION

#4 Lease Renewal in Rent Stabilized Apartments

Tenants in rent stabilized apartments have the right to select a lease renewal for a one or two year term. Due to a recent change in legislation, tenants receiving a New York City Senior Citizen Rent Increase Exemption (SCRIE) can choose a one or two year lease renewal.

The owner must give written notice of renewal by mail or personal delivery not more than 150 days and not less than 120 days before the existing lease expires. The offer to renew the lease for New York City tenants must be on a *Renewal Lease Form [DHCR form RTP-8]*. For tenants outside of New York City, the renewal notice must be sent by certified mail not more than 120 days and not less than 90 days before the existing lease expires. To obtain an approved form outside NYC, contact your local Rent Office.

The owner may charge the tenant a Rent Guidelines Board authorized increase based on the length of the renewal lease term selected by the tenant. The law permits the owner to raise the rent during the lease term if the Rent Guidelines rate was not finalized when the tenant signed the lease renewal. A space appears on the Renewal Lease Form for the owner to either enter the rent increase or check the box indicating that the authorized increase is unknown at this time.

The renewal lease must keep the same terms and conditions as the expiring lease unless a change is necessary to comply with a specific law or regulation. Those lawful provisions and any other written agreements between the owner and the tenant that would alter the expiring lease should be attached to the Renewal Lease Form.

After the renewal offer is made, the tenant has 60 days to accept. If the tenant does not accept within this 60 day period, the owner may refuse to renew the lease and may also proceed in court to have the tenant evicted.

When a tenant signs the Renewal Lease Form and returns it to the owner, the owner must return the fully signed and dated copy to the tenant within 30 days. A tenant does not sign a new lease since all lease renewals must be on the *Renewal Lease Form [DHCR form RTP-8]*.

If the owner does not return a copy of the fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed lease from the tenant, the tenant may file the *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]*.

An owner can refuse to renew a lease for many legitimate reasons. The Rent Stabilization Code and Law defines these reasons in detail, including:

- ** The owner or a member of the owner's immediate family needs the apartment for their personal use and primary residence. If the tenant is a senior citizen, or disabled, special rules apply [See *Fact Sheets on Special Rights of Senior Citizens and Special Rights of Disabled Persons*].
- ** The tenant refuses to sign the renewal lease or *Renewal Lease Form [DHCR form RTP-8]*.
- ** The apartment is not used as the tenant's primary residence.
- ** The owner wants to take the apartment off the rental market, either to demolish the building for reconstruction or use it for other purposes permitted by law.
- ** Three years have gone by since the building was converted to a cooperative or condominium, and the tenant did not purchase the apartment under a legal Eviction Plan

proposed by the owner. If a tenant is an eligible senior citizen or a disabled person, other rules apply. For more information, write the Office of the Attorney General, 120 Broadway, 23rd Floor, Real Estate Financing Bureau, New York, N.Y. 10271.

When a tenant receives the Lease Renewal Form, a copy of the *Rent Stabilization Rights Rider For Apartment House Tenants Residing in New York City* must be attached. The Rider will explain how the proposed rent was computed and describe the rights and obligations of tenants and owners under the Rent Stabilization Law [See *Fact Sheet on Rent Stabilization Lease Rider*]. A renewal lease should go into effect on or after the date that it is signed and returned to the tenant. In general, the lease and any rent increase should not begin retroactively.

If DHCR approves an application for a rent increase based on a major capital improvement, the owner may charge the increase during the term of an existing renewal lease only if the lease contains a clause specifically authorizing the owner to do so. A satisfactory lease clause would provide, "The rent established in this renewal lease may be increased or decreased following an order of DHCR or the Rent Guidelines Board."

For more information or assistance, call the DHCR Rent InfoLine, or visit your Borough Rent Office.

Central

92-31 Union Hall St. 4th Fl.
Jamaica, NY 11433
(718) 739-6400

Lower Manhattan

156 William Street
9th Floor
NY, NY 10038
South side of 110th St. and below

Brooklyn

250 Schermerhorn St.
3rd Floor
Brooklyn, NY 11201

Bronx

1 Fordham Plaza
2nd Floor
Bronx, NY 10458

Upper Manhattan

163 W. 125th St.
5th Floor
NY, NY 10027
North side of 110th St. and above

Staten Island

60 Bay Street
7th Floor
Staten Island, NY
10301

Nassau County

50 Clinton Street
6th Floor
Hempstead, NY 11550

Rockland County

94-96 North Main St.
Spring Valley, NY 10977

Westchester County

55 Church Street
White Plains, NY 10601