



DIVISION OF HOUSING AND COMMUNITY RENEWAL
92-31 UNION HALL STREET JAMAICA, NEW YORK 11433
Web Site: www.hcr.ny.gov

Electronic Lease Offer: Tenant's Voluntary Consent

General Instructions

Pursuant to Chapter 74 of the Laws of 2022 and Section 309 of the State Technology Law, owners of buildings and apartments subject to rent stabilization must obtain the voluntary consent of the tenant prior to the use of electronic records to execute a lease or renewal lease. The use of electronic records and signatures is voluntary and cannot be required by an owner.

The information entered on the Consent form must be consistent with the information entered in the lease offering to the tenant. Inconsistencies in information provided on this form and any future submissions to DHCR may be referred for internal review and appropriate administrative action.

Please refer to the Operational Bulletin 2022-1 (hcr.ny.gov/operational-bulletin-2022-1) for additional detailed information.

Filing Instructions

General:

Owners and tenants choosing to execute leases electronically along with all lawful riders, including but not limited to the New York City Rent Stabilized Lease Rider and/or the ETPA Standard Lease Addenda, will still be bound by the timeframes stipulated by the regulations pertaining to the window periods to offer and respond to a lease offering. Both parties will be required to retain proof of service and response as described in the Operational Bulletin 2022-1 to the electronic lease offering. Additionally, proof may be required in a proceeding before DHCR and/or the courts. **For specifics on the window periods, see DHCR Fact Sheet #4: Lease Renewal in Rent Stabilized Apartments.**

Please Note: The consent given in this form will apply to all subsequent lease renewal offers during the tenant's tenancy. Both owners and tenants retain the right to opt out of future electronic lease offerings by providing written notice to the other party. Should either the owner or tenant information change, both owners and tenants are required to provide written notice to the other party, and a new consent form should be completed.

BEFORE YOU COMPLETE THE FORM AND SERVE ON TENANT

Owners: This document should be completed by the owner and provided to the tenant to obtain the tenant's voluntary consent prior to/or concurrent with the electronic lease offering. The consent form must be signed by both parties and a copy must be provided to the tenant. Please retain a copy of all documents for your records. The Consent Form is **NOT** required to be served on the Office of Rent Administration.

Tenants: Please review the information entered by the owner before signing the "Tenant's Statement of Consent" and returning the form to the owner. For informational purposes only, this form has been translated into Español (Spanish), 中國 - 傳統 (Chinese - Traditional), Русский (Russian), Italiano (Italian), Kreyòl Ayisyen (Haitian-Creole), 한국어 (Korean), বাংলা (Bengali), יידיש (Yiddish), Polish (Polski) and Arabic (العَرَبِي), and can be found at the DHCR website: hcr.ny.gov

SECTION A (All Fields Must Be Completed by the Owner/Owner Representative)

Subject Apartment Address:

595 Baltic Street

6F

Brooklyn, NY, 11221

Number/Street

Apt. No

City, State, Zip Code

Lease Offered to Tenant(s): Jennifer Joo

(print name)

Lease Description: (Please select only one) ☒ Vacancy lease

- ❑ Renewal lease

Owner/Owner Representative Contact Information: (Please print)

Name(s): 595 BALTIC STREET

Email Address:

Mailing Address: 595 BALTIC ST, Brooklyn, NY 11217

(Owner/Owner Representative)

Date _____

SECTION B (All Fields Must Be Completed by the Tenant)

Tenant Contact Information: (Please print)

Name(s): Jennifer Joo

Email Address: joonnifer@gmail.com

Mailing Address: 1427 11th Avenue, Seattle, WA 98122 - US

(If different from subject apartment address)

Tenant's Statement of Consent

I hereby affirm that I have read this notice and voluntarily consent to an electronic lease offering and execution by the owner of the subject building and apartment.



Signed by Jennifer Joo

Sat Jul 20 2024 12:04:55 AM EDT

Key: 817CEB5B; IP Address: 136.27.20.30

Jennifer Joo (*Tenant*)

Date _____

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		
	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Jennifer Joo		
	2 Business name/disregarded entity name, if different from above		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.) See instructions. 595 Baltic Street #6F		Requester's name and address (optional)
6 City, state, and ZIP code Brooklyn, New York 11221			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.	Social security number 3 3 7 8 8 3 4 5 9 or Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

 **Signed by Jennifer Joo**
Sat Jul 20 2024 12:05:06 AM EDT
Key: 817CEB5B; IP Address: 136.27.20.30
Jennifer Joo (Signature of U.S. Person) _____ Date _____

July 19, 2024

Dear Jennifer Joo:

We would like to thank you for your interest in leasing an apartment at **595 BALTIC STREET**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **595 Baltic Street #6F, Brooklyn, NY 11221**
Rent: **\$2,958.17**
Term: **1 year**
Lease Dates: **September 12, 2024 to September 11, 2025**
Source: **Streeteasy.com**

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 48 hours**:

- | | |
|--|---|
| 1) DHCR Rider | 2) 421-a Rider to Lease |
| 3) Bedbug Infestation History Disclosure | 4) Dog Rider |
| 5) Electronic Lease Offer Tenant's Voluntary Consent | 6) Emergency Preparedness Guide |
| 7) Fire Safety Plan | 8) Fitness Center and Amenity Space License Agreement |
| 9) Flood History and Risk Rider | 10) Gas Heat Service Charge Rider |
| 11) Gas Leak Notice | 12) Indoor Allergen Hazard Notice |
| 13) Indoor Allergen Tenant Pamphlet | 14) Internet Service Rider |
| 15) Military Service Rider | 16) No Objectionable Conduct Rider |
| 17) Overnight Subleasing Prohibition | 18) Parking Space Rider |
| 19) Preferential Rent Rider | 20) Recycling Addendum |
| 21) Rider | 22) Rider To Lease |
| 23) Smoke Detector/Carbon Monoxide Detector Rider | 24) Smoke-Carbon Rider |
| 25) Smoking Policy for Residential Building | 26) Sprinkler Disclosure Lease Rider |
| 27) Stove Knob Covers | 28) W-8 / W-9 |
| 29) Welcome Letter | 30) Standard Form of Apartment Lease |
| 31) Window Guards | 32) NYC Fire Safety Plan and Emergency Preparedness Guide |
- 33) Payment in the form of certified check, bank check or money order for the following: **\$2,958.17** representing the first month's rent payable to **595 BALTIC ASSET LLC** and a separate check for **\$2,958.17** representing the security deposit payable to **595 BALTIC ASSET LLC**.

Kindly execute and return each of the enclosed documents together with the referenced payments to the attention of Leasing Agent at 40 N 6th Street Brooklyn, NY 11249.

Sincerely,

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW. (LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTAN DISPONIBLE EN ESPANOL.)

APARTMENT LEASE

(Initial Lease)

PREAMBLE: This Lease contains the agreements between Tenant and Owner identified below concerning Tenant's rights and obligations and the rights and obligations of Owner. Tenant and Owner have other rights and obligations set forth in government laws and regulations. Tenant should read this Lease and all of its attached parts carefully. If Tenant has any questions or does not understand any words or statements in this Lease, Tenant should get clarification before signing this Lease. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it. This Lease will be considered to contain all agreements between Tenant and Owner. Any agreements made before or after this Lease was signed which are not written in this Lease will not be enforceable.

Owner: THIS LEASE is made on July 19, 2024, between 595 BALTIC STREET, whose address is 595 BALTIC ST, Brooklyn, NY 11217 c/o Monarch Realty Group LLC, 244 Water Street Cl, Brooklyn, New York, 11201 ("Monarch" or Owner's Agent")

and

Tenant 1: Jennifer Joo

Premises Leased: Apartment 6F (the "Apartment") in the building located at 595 BALTIC ST, Brooklyn, NY 11217 (the "Building").

Term: In compliance with the Rent Stabilization Code, we are offering Tenant the option to select a Lease for a term of one year or two years. Term can be 12, 24 or any number of months between 12 and 24. The number of months selected is 12. This Lease is for ☒ Year 1 ☐ Year 2.

The Lease will be for a term: 1 year

starting on September 12, 2024,

and ending on September 11, 2025.

Rent: Base Rent is payable at the rate of \$2,958.17 per month (see attached riders concerning rent). Base Rent for the year is twelve times the amount payable monthly. Additional Rent is also payable in the amounts, and at the times stated elsewhere in this Lease.

Security: Tenant has given Owner cash Security Deposit in the amount of \$2,958.17 which will be held in an account in LEUMI Bank, NEW YORK, New York.

1. APARTMENT LEASED

Owner has rented to Tenant the Apartment set forth above. Except as otherwise specified in this Lease, no other goods, services, facilities or space are included in this Lease.

2. USE OF APARTMENT

The Apartment must be used only as a private residential apartment to live in and for no other reason. Only Tenant and, so long as Tenant is living in the Apartment, the spouse and children of Tenant and/or other persons as specifically permitted under the law (if any) may use the Apartment. Even if Tenant moves out, Tenant will still be responsible for the Apartment, this Lease and anyone Tenant, either directly or indirectly, permitted to use the Apartment, as permitted by applicable law. Home office use is permitted, so long as such use does not violate applicable laws, and provided that no employees or clients use the Apartment with respect to such home office use. No auctions, sales, public gatherings, group tours or exhibitions are permitted. Any business meetings conducted by Tenant at the Building shall take place in the lounge in the Building and shall be subject to all provisions of this Lease relating to guests, visitors, meetings and conferences.

3. LENGTH OF LEASE

The Term of this Lease is as set forth above. If Tenant does not do everything Tenant agrees to do in this Lease, Owner may have the right to end it early.

4. RENT

Base Rent and Additional Rent and all money obligations under this Lease are considered "Rent". Tenant must pay Owner the Base Rent set forth above, in advance, on the first day of each month as directed by Owner's Agent, Monarch Realty Group LLC. Payment is due and must be paid without notice, bill or invoice. If the Lease begins on the first day of the month, Tenant shall pay Base Rent for the first month of the Lease. If the Lease does not begin on the first day of the month, Tenant shall pay Base Rent for a full month of the Lease with a credit received by Tenant in the first full month of the Lease.

All amounts which Tenant is required to pay under this Lease are Rent. These sums other than Base Rent are Additional Rent and must be paid when Owner gives notice of the amount due.

Tenant acknowledges that the Owner may not fully scrutinize and examine each payment to see that the payment

submitted is the check of the Tenant. Accordingly, in the event a third party payment is given for Rent due and is accepted by the Owner, such acceptance shall not (i) constitute a waiver of Owner's rights; nor (ii) confer any rights upon the third party; nor (iii) entitle the third party to make a claim as a Tenant; or (iv) grant the third-party any right to occupy the premises; or (v) creates a landlordtenant relationship between the third party and Owner. **In the event a third party check is tendered for rental due and is accepted by Owner, such acceptance shall not constitute a waiver of Owner's rights nor confer any rights upon the third party nor entitle the third party to make any claim against Owner or to seek any refund from Owner or give the third party the right to occupy the Apartment as a Tenant or create an Owner-Tenant relationship between the third party and Owner.**

The Rent must be paid when due, without any deductions or offsets. In the event that any payment is dishonored by the bank, for any reason, Tenant will pay, as Additional Rent, the greater of **\$50.00** and/or the actual fees, penalties and/or expenses incurred by Owner directly or indirectly caused by such dishonored payment. In the event of a returned check, Owner may demand that the replacement be by certified check, bank check or money order.

If Tenant fails to make a payment of all or any part of the monthly rent for the Apartment within ten (10) days of the date it is due, Tenant shall pay a late charge equal to the lesser of **fifty dollars (\$50.00)** or **five percent (5%)** of the monthly rent. This late charge shall be payable for each monthly installment of rent for the Apartment which is not paid within ten (10) days of the date it is due. These late charges are in addition to any other remedies for non-payment of rent available to the Owner pursuant to this Lease and applicable law, including but not limited to legal fees, interest and other costs.

If this Lease is for a Rent Stabilized apartment, the rent herein shall be adjusted up or down during the Lease term, including retroactively, to conform to the Rent Guidelines. Where Owner, upon application to the State Division of Housing and Community Renewal ("authorized agency") is found to be entitled to an increase in rent or other relief, You and Owner agree: a. to be bound by such determination; b. where the authorized agency has granted an increase in rent, You shall pay such increase in the manner set forth by the authorized agency; c. except that in the event that an order is issued increasing the stabilization rent because of Owner hardship, You may, within thirty (30) days of your receipt of a copy of the order, cancel your lease on sixty (60) days written notice to Owner. During said period you may continue in occupancy at no increase in rent.

5. CHARGES WHICH ARE ADDITIONAL RENT

The following charges, together with any charges due by Tenant to Owner pursuant to the terms of the Lease, other than Base Rent, are collectible Additional Rent.

- A) **Late Charges:** If Tenant fails to make a payment of all or any part of the monthly rent for the Apartment within ten (10) days of the date it is due, Tenant shall pay a late charge equal to the lesser of **fifty dollars (\$50.00)** or **five percent (5%)** of the monthly rent. This late charge shall be payable for each monthly installment of rent for the Apartment which is not paid within ten (10) days of the date it is due. These late charges are in addition to any other remedies for non-payment of rent available to the Owner pursuant to this Lease and applicable law, including but not limited to legal fees, interest and other costs.
- B) **Returned Check:** If Tenant sends to Owner a payment (for Rent, Additional Rent, Security Deposit, etc.) and the payment is returned for "insufficient funds" or for any other reason, Owner shall be entitled to collect the greater of **\$50.00** or the actual charge imposed by its bank as a returned check charge, as well as any applicable late fees or interest. The returned payment charge is due with the redeeming payment. Should two (2) of Tenant's checks be returned for any reason, Owner will no longer be obligated to accept Tenant's personal check and all future payments will be remitted in the form of a money order, bank check, or certified check.
- C) **Storage Charges:** If Owner provides Tenant a storage area apart from the Apartment, Tenant agrees to pay a storage charge each month, due and payable with the Base Rent, pursuant to a separate storage agreement.
- D) **Reimbursements:** If Tenant is required to reimburse Owner under the provisions of Paragraph 19, such reimbursements will be due immediately upon demand by Owner.
- E) **Unreturned Replacement Keys:** Tenant acknowledges that he/she will receive the following keys and/or controlled access devices/passes/fobs when Tenant moves into the Apartment:

Building Door Fob(s) # 2 (if the apartment is a three bedroom apartment the Tenant will receive 3 fobs for the building door);

Apartment Door Key(s) (if the apartment is a three bedroom apartment the tenant will receive 3 keys for the apartment door);

Mail Box Key(s) # 2

Tenant understands that the above set of keys and/or controlled access devices/passes/fobs, are the only set that will be provided during the term of the Lease, without charge.

Tenant understands that he/she is responsible for returning the above items to us upon move-out and Tenant will not make duplicate keys without consulting Owner.

In the event that Tenant does not return any of the keys, controlled access device/passes/fobs, or misplace same and request replacements, the following charges will apply per item:

\$50.00 - Building Door Fobs **\$25.00** - Apartment Door and Mail Box Keys

- F) **Lockouts:** In the event that Tenant is locked out of the Apartment and request that the Owner, its employees or agents, including, but not limited to, any member of the Building staff, unlock the Apartment, Owner shall be entitled to a Lockout Fee of \$25 per occurrence.

6. SECURITY DEPOSIT

On signing this Lease, Tenant has given to Owner the Security set forth on page one of this Lease, which Owner will deposit in the financial institution indicated or any other financial institution which Owner may designate. The bank account will earn interest. If Tenant carries out all agreements in this Lease, at the end of each calendar year, 1% of the amount of the deposit for administrative costs shall be paid to Owner and all other interest earned on the Security shall be paid to Tenant.

The Security Deposit shall apply to all of Tenant's use and occupancy of the Apartment and the Building, beginning with Tenant's "move in." If Tenant carries out all agreements in this Lease and vacates the Apartment and returns it to Owner in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty not caused by act or neglect of Tenant or any other occupant of the Apartment or any of their employees, guests or invitees, Owner will return to Tenant the full amount of the Security deposit and interest within **14 days** after this Lease ends. If Tenant does not carry out all agreements in this Lease, Owner may keep all or part of the Security which has not yet been paid which is necessary to pay Owner for any losses incurred, including missed payments as permitted by applicable law. Tenant is not entitled to direct Owner to use the Security for Rent.

If Tenant does not pay Rent on time, or otherwise defaults in the observance of any of the terms or conditions of this Lease, then Owner at Owner's sole option may use the Security to pay for any damages suffered, or costs incurred, as a result. In the event that Owner does use or apply the Security, Owner may give Tenant notice thereof, and within five days of Owner's giving of such notice, Tenant will replenish the amount used or applied, which sum will be due as Additional Rent.

If Owner sells or leases the Building, Owner will turn over any prepaid rent and the Security, with interest, to the person buying or leasing the Building. Owner will then notify Tenant of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Tenant for any prepaid rent or the Security. The new owner or lessee will become responsible to Tenant for any prepaid rent and the Security.

7. FAILURE TO GIVE POSSESSION

A situation could arise which might prevent Owner from allowing Tenant to move into the Apartment on the beginning date set in this Lease. If this happens, for reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when Tenant can move in, and the ending date will be changed to a date reflecting the full term. Tenant will not have to pay rent until the move-in date Owner or its agent, gives Tenant by written notice, or the date Tenant moves in, whichever is earlier. If Owner or its agent does not give Tenant notice that the move-in date is within 30 days after the beginning date of the term of this Lease, Tenant may tell Owner in writing, that Owner has 15 additional days to let Tenant move in, or else the Lease will end. If Owner does not allow Tenant to move in within those additional 15 days, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly by Owner.

8. CAPTIONS AND DEFINITIONS

In any dispute under this Lease, in the event of a conflict between the text and a caption, the text controls. Words and phrases in the singular will be deemed to include the plural and vice versa, and all terms will be deemed to be gender neutral.

9. CARE OF THE APARTMENT; END OF LEASE; MOVING OUT

- a. Tenant will take good care of the Apartment, including all fixtures, finishes and equipment, will not permit any damage to it, and at Tenant's cost and expense will make any repairs or replacements necessitated by the act or neglect of any occupant of the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment clean, in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty not caused by act or neglect of Tenant or any other occupant of the Apartment.
- b. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove, at Tenant's expense, any and all wall and floor coverings, furnishings, decorations, bookcases, cabinets, mirrors, painted murals or any other installation or attachment which Tenant or any other occupant may have installed in the Apartment, even if it was done with Owner's consent, unless Owner directs Tenant not to remove the same, in writing. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals including the removal of carpeting or other flooring installed by Tenant and all nails, tacks or stripping by which the same was attached. Tenant will have the floor and entire adjacent area repaired so that the affected areas and all contiguous areas are uniform in color and finish. Tenant will not be considered to have moved out until all persons and all of Tenant's furniture and other property is also out of the Apartment. If property (other than Owner's property or