



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:

215 EAST 117TH STREET

11

NEW YORK, NY, 10035

Number/Street

Apt. No

City, State, Zip Code

Lease Offered to Tenant(s): Erica B. Cruice and Wheeler D. Moon, IV

(print name)

Lease Description: (Please select only one)

☒ Vacancy lease

☐ Renewal lease

Owner/Owner Representative Contact Information: (Please print)

Name(s): 215 EAST 117 LLC

Email Address:

Mailing Address: 108-18 QUEENS BLVD., Queens, NY 11375

(Owner/Owner Representative)

Date

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

Tenant Contact Information: (Please print)

Name(s): Erica B. Cruice and Wheeler D. Moon, IV

Email Address: Beth.cruice@gmail.com and Wheeler@asburyfarm.com

Mailing Address: 520 Wall Blvd, Apt 67, Gretna, LA 70056 - 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 Erica B. Cruice

Tue Sep 20 2022 01:54:04 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:14:20 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

EL-TVC (3/22)

Form W-9 (Rev. October 2018) 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.	
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Erica B. Cruice		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶ _____ Note. Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 215 EAST 117TH STREET #11	Requester's name and address (optional)	
	6 City, state, and ZIP code NEW YORK, New York 10035		
	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. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.				
	<table style="width: 100%;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> 4 3 9 9 3 0 2 3 5 </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> </table>	Social security number	4 3 9 9 3 0 2 3 5	or	Employer identification number
Social security number					
4 3 9 9 3 0 2 3 5					
or					
Employer identification number					

Part II	Certification Under penalties of perjury, I certify that:
----------------	---

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

Signed by Erica B. Cruice
 Tue Sep 20 2022 01:54:15 PM EDT
 Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Signature of U.S. Person) _____ Date _____

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. Form 1099-INT (interest earned or paid)	- Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>
---	---

September 20, 2022

Dear Erica B. Cruice and Wheeler D. Moon, IV:

We would like to thank you for your interest in leasing an apartment at **215 East 117th Street**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **215 EAST 117TH STREET #11, NEW YORK, NY 10035**
Rent: **\$2,850.00**
Term: **1 year, 0 months and 0 days**
Lease Dates: **October 1, 2022 to September 30, 2023**

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) Bedbug Infestation History Disclosure |
| 3) Electronic Lease Offer Tenant's Voluntary Consent | 4) Gas Leak Notice |
| 5) Guarantor Rider | 6) Indoor Allergen Hazard Notice |
| 7) Indoor Allergen Tenant Pamphlet | 8) Lead Based Paint Disclosure |
| 9) Lead Based Paint Hazards Inquiry | 10) Move-In Inspection |
| 11) Notice of Suspected Gas Leak | 12) Notice to Reasonable Accommodation |
| 13) Occupancy Rider | 14) Preferential Rent Rider |
| 15) Smoking Policy | 16) Sprinkler Disclosure Lease Rider |
| 17) Stove Knob Covers | 18) Tenant Contact Worksheet |
| 19) W-8 / W-9 | 20) Welcome Letter |
| 21) Standard Form of Apartment Lease | 22) Window Guards - NY |
- 23) Payment in the form of certified check, bank check or money order for the following: **\$2,850.00** representing one month's rent payable to **215 EAST 117 LLC** and a separate check for **\$2,850.00** representing the security deposit payable to **215 EAST 117 LLC**.

Kindly execute and return each of the enclosed documents together with the referenced payments to the attention of MNS Agent at Leasing Office.

Please do not mark up, strike through any portion, or write in the margins of the lease forms.

Sincerely,

215 East 117th Street

RENT STABILIZED LEASE

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.)

Owner and Renter make this apartment lease agreement as follows:

Owner's Name 215 EAST 117 LLC				
Owner's Address for Notices: 108-18 QUEENS BLVD., Queens, NY 11375				
Renter's Name: Erica B. Cruice		Driver's License # (if applicable):		Social Security #: 439-93-****
Renter's Present Address 520 Wall Blvd, Apt 67, Gretna, LA 70056 - US				
Renter's Name: Wheeler D. Moon, IV				Social Security #: 410-89-****
Renter's Present Address 101 East 6th street, Winston Salem, NC 27101 - US				
Address of Premises to be Rented: 215 EAST 117TH STREET NEW YORK, NY 10035				
Apt. No.: 11	Term of This Lease: 1 year	Date of Lease: September 20, 2022	Beginning: October 1, 2022	Ending: September 30, 2023
*Monthly Legal Regulated Rent / Monthly Rent Paid: \$2,930.39 / \$2,850.00		Yearly Rent: \$34,200.00		

*If a temporary rent concession is being given, see attached rider.

1. **HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease.
2. **CONDITION "AS IS":** Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety.
3. **USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the primary residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the applicable provisions of law. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

NAME	DATE OF BIRTH	RELATIONSHIP TO RENTER

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment. Such notice must be furnished by Renter to Owner within 10 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by §272075 of the Housing Maintenance Code. The apartment may be occupied by one roommate.

4. **RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30 days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.
5. **RENT, ADDED RENT, RENT ADJUSTMENTS:**
 - a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease.
 - b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If

Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent.

c. If this apartment is subject to the rent stabilization laws, the rent and any surcharges to be paid during the term of this lease may be adjusted, prospectively or retroactively, pursuant to an order or directive of the New York State Division of Housing and Community Renewal (DHCR). Renter agrees to be bound by such determination, and to pay any increase in rent in the manner specified by the agency. In the event the applicable rent guideline has not been fixed by the Rent Guidelines Board (RGB) by the date the lease is executed, the rent provided for in this lease may be increased or decreased retroactively to the commencement date of the lease consistent with orders issued by the RGB.

- 6. FAILURE TO PAY RENT ON DUE DATE:** Rent is due by the first day of each month. Payment after the 10th day of each month shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late payments in any twelve month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.
- 7. FEE FOR LATE PAYMENT:** Due to administrative inconvenience and costs incurred due to late payment of rent, Renter agrees to pay the sum of \$50.00 per month in any month in which the rent is tendered after the late payment date, as added rent. Although Owner is charging a late charge, Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.
- 8. DISHONORED CHECK FEE:** If Renter pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, Renter will be responsible to pay Owner a dishonored check fee of \$25.00 in addition to the fee for late payment. This fee is added rent.
- 9. SECURITY:** Renter has given a security deposit to Owner at the time of Renter's signing of this lease in the sum of \$2,850.00 which is equal to 1 Month's Rent. If required by law, the account will bear interest at the banking institution's prevailing rate. If Renter carries out all of Renter's obligations under the terms of this lease, an annual payment of accrued interest will be made by the banking institution to the Renter, less 1% interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this lease. If Renter carries out all of Renter's obligations under this lease, and if the apartment is returned to Owner at the expiration of the lease term in the same condition as when rented by Renter, ordinary wear and tear excepted, Renter's security deposit will be returned in full to Renter, with accrued interest thereon, within 14 days of Renter vacating. If this lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Renter shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Renter or to the new Owner or lessee, at Owner's election. If Owner remits the security deposit to the new Owner or lessee, Renter agrees to seek the return of the security deposit from the new Owner or lessee, and releases Owner from any claim to the security deposit. Renter shall not use the security on deposit to pay the last month's rent of the lease term. Owner may use security deposit in full or in part if necessary to pay for unpaid rent, damage or loss due to rerenting over the course of this lease.
- 10. SUBLETTING/ASSIGNMENT:** Renter shall not assign the apartment in whole or in part. Renter shall not sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this lease to occupy the apartment subject to the provisions of the Rent Stabilization Law and Real Property Law §235f and §226b. A sublet without consent, or any assignment shall constitute a default of this lease.
- 11. SERVICES:** Owner will provide services which are required by law. The following services and utilities are the responsibility of Renter unless otherwise indicated below:
- | | | | |
|--------------|----------------------|--------------|----------------------|
| Electricity: | _____ | Cable TV: | _____ |
| Gas: | _____ | Hot Water: | <u>Paid by Owner</u> |
| Telephone: | _____ | Cooking Gas: | _____ |
| Heat: | <u>Paid by Owner</u> | Other: | _____ |
- 12. OWNER'S INABILITY TO PROVIDE SERVICE:** If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Renter's obligations under this lease, including the obligation to pay rent without abatement, shall remain in effect.
- 13. REPAIRS:** Renter is responsible for the proper maintenance of the apartment. Renter must, at its sole cost and expense, repair or replace anything in the apartment requiring repair replacement as a result of Renter's actions or neglect. If Renter fails to effectuate such repair or replacement Owner may do so at the Renter's expense. The cost of such repair or replacement shall be added rent. Renter will reimburse Owner all costs incurred by Owner to remedy damages to the apartment or the building caused by Renter, members of Renter's family, Renter's guests or Renter's household staff. Such sums shall be added rent.
- 14. ACCESS:** Owner shall be permitted to enter the apartment at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building at Owner's

sole discretion and for the inspection of the apartment. In the event of an emergency which affects the safety of the renters in the building or which may cause damage to the building, Owner may enter the premises without prior notice to Renter. Failure to provide access is a substantial violation of this lease.

15. LIABILITY OF RENTER: Renter shall pay all sums incurred by Owner, in the event Owner is held liable for damages resulting from any act by Renter. Landlord recommends that tenant secure insurance to protect himself and his property.

16. FIRE AND CASUALTY DAMAGE: Renter is required to advise Owner immediately in the event of fire or other casualty which renders the apartment partially or wholly unfit for occupancy. Owner shall repair the premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the premises is usable, Renter must pay rent for the usable part. If the premises are damaged where Owner feels that the apartment is beyond repair, the term of this lease shall end and Renter must vacate the apartment. If the fire or casualty was caused by Renter's actions the costs of the repairs shall be repaid to Owner by Renter as added rent.

17. DEFAULT: 1) You default under the Lease if You act in any of the following ways: a) You fail to carry out any agreement or provision of this Lease b) You or another occupant of the Apartment behaves in an objectionable manner; c) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; d) You and other legal occupants of the Apartment move out permanently before this Lease ends; If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible. 2) If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end seven days after the date of the second written notice is sent to You. At the end of the 7 day period, this Lease will end. You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 17. 3) If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within three days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: a) enter the apartment and retake possession of it if You have moved out; or b) go to court and ask that You and all other occupants in the Apartment be compelled to move out. Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.

18. EARLY TERMINATION OF LEASE: If this lease is canceled as set forth in paragraph "17," Renter must pay "use and occupancy" (in an amount equivalent to monthly rent) until Renter vacates the apartment. If Renter vacates the apartment prior to the expiration of the lease term, Renter shall be liable for "use and occupancy" until the expiration of the lease term or until such time as the apartment is rerented, whichever is sooner. After Renter vacates, Owner may rerent the apartment for the remainder of the lease term, or for a period shorter than or greater than the term of this lease at a monthly rental which may be more or less than the monthly rental specified on page one of this lease. If the apartment is rerented for less than the monthly rental specified above, Renter shall be liable for the difference between Renter's monthly rent and the new rental amount, until such time as the balance of the term of this lease expires. In addition, Renter shall be liable for all expenses incurred in connection with the rerented of the apartment, including but not limited to broker's fees, advertising costs and cleaning expenses.

19. LEGAL FEES (Owner's Option):

☐ In the event either Owner or Renter incurs legal fees and/or court costs in the enforcement of any of Owner's or Renter's rights under this lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.

If the above box is not checked, Renter shall be liable to Owner in the event Owner incurs legal fees in the enforcement of any of Owner's rights under this lease or pursuant to law. Renter shall be liable to Owner for such legal fees and/or court costs as added rent.

20. NO JURY TRIAL: In any legal proceeding arising under the terms of this lease, whether instituted by Owner or Renter, the parties agree to give up the right to a trial by a jury. **The right to a trial by jury is an important right of Renter, and Renter is agreeing not to demand a trial by jury.** The foregoing is not intended to prohibit a demand for a trial by jury in actions for personal injury or damage to property.

21. NO COUNTERCLAIMS: In any action by Owner seeking recovery of the apartment, Renter shall not make a counterclaim against Owner relating to any matter other than a claim that Owner has not properly maintained the condition of the building or apartment. Renter shall be required to bring an independent action on any other counterclaim.

22. REENTRY: If Renter is dispossessed by legal action Owner may enter the apartment without being liable for reentry, and may rerent the apartment. Renter will be liable to Owner for any and all expenses related to the entering, repairing, redecorating and rerenting. Renter waives the right to reenter the apartment after a final order or judgment in any action is

signed or after Renter is removed from the leased apartment.

- 23. ABANDONMENT:** The removal of all or a substantial part of Renter's furniture from the apartment or any other indications that the apartment has been vacated shall be deemed an abandonment by Renter and Owner may then reenter and take possession of the apartment, repair and redecorate it for the purpose of rerenting, whether or not Renter has surrendered the keys. Such taking by Owner shall not be deemed to relieve Renter from liability to pay the rent. Renter releases Owner from any and all claims for damages by reason of such reentry.
- 24. WINDOW CLEANING:** Renter shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.
- 25. COMMON AREAS:** Renter shall not place baby carriages, bicycles or any other property in or on fire escapes, sidewalks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access ways shall be used only for entering and leaving the apartment and the building. Only those elevators and passageways designated by Owner can be used for deliveries.
- 26. GARBAGE AND REFUSE:**
- a.) Residents duties:** Resident agrees, at his sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal municipal and local governments, departments, commissions and boards regarding the collections sorting, separation and recycling of waste products, garbage, refuse and trash. Resident shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by Owner for the sorting and separating of such designated recycling material.
 - b.) Owners rights if resident fails to comply:** Owner reserves the right, where permitted by law, to refuse to collect or accept from Resident any waste products, garbage, refuse or trash which is not separated and sorted as required by law, and to require Resident to arrange for such collection, at Resident's sole cost and expense, using contractor satisfactory to Owner.
 - c.) Fines and penalties, indemnification of Owner:** Resident shall pay all costs, expenses, fines, penalties or damages imposed on Owner or Resident by reason of Residents' failure to comply with Paragraphs a and c above, and shall indemnify, defend, and hold Owner harmless from and against any actions, claims, and suits arising from such noncompliance, using counsel reasonably satisfactory to owner, if Owner so elects. Residents' noncompliance with Paragraphs a, b or c shall constitute a violation of a substantial obligation of the tenancy and Owners' rules and regulations. Resident shall be liable to owner for any costs or expenses, including attorneys' fees, of any actions or proceeding by Owner against Resident, based upon Residents' breach of Paragraphs a, b or c.
- 27. KEYS:** Tenant shall furnish a copy of all apartment keys to Owner for entrance in the event of emergency conditions. Tenant may not change apartment unit locks without Landlord's permission. If the Tenant wishes to change or add additional lock(s) to the apartment door, Tenant must obtain permission from Management, and provide Management with a duplicate key. Such new lock(s) shall become affixed to and shall form a part of the building and may not be removed when the Tenant vacates the apartment. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. In no event may padlocks or clasps be installed on any door.
- 28. NO PETS:** Renter acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and lease.
- 29. SMOKE ALARMS AND CARBON MONOXIDE DETECTORS:** Renter acknowledges that the apartment being rented has smoke alarm(s) and carbon monoxide detector(s) in proper working order.
- 30. WINDOW GUARDS:** Renter hereby agrees to notify Owner if any child who is ten years of age or under occupies this apartment so that Owner may install window guards in each window of the apartment in accordance with law, which shall be at tenant's expense. Renter shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to permit Owner to install window guards.
- 31. PEELING PAINT:** Renter hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.
- 32. END OF TERM MOVING OUT:** At the end of this lease term, Renter shall leave the apartment clean and in good order, reasonable wear and tear excepted. Renter shall remove all of Renter's personal possessions from the apartment after Renter has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which Owner may discard or sell. Renter agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.
- 33. FACILITIES:** Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by

Owner at the option of Owner. Owner may discontinue the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

- 34. NOTICES:** All notices, which include bills and/or other statements with respect to this lease, must be in writing. Notices to Renter shall be sent to Renter at the apartment by regular mail except that any notice alleging failure to comply with any terms of this lease shall be sent by certified mail. Notices to the Owner shall be sent to Owner by certified mail to the address on this lease, or to such other address as Owner shall advise Renter in writing. Notices will be considered delivered on the date mailed.
- 35. ALTERATIONS:** At least 80% of the floor area of each room, except for kitchens and bathrooms, shall be covered with rugs or carpeting. Renter may not paste or nail any carpet, tile or linoleum to the floors. Renter shall not apply wallpaper or other wall covering to the walls or ceilings. When Renter vacates the apartment, it shall be left painted in the same color as when rented. Renter shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment without the written consent of Owner. If Renter is permitted and does install a window air conditioner, Owner is entitled to receive a rent increase in accordance with law. The rent increase is payable to Owner as added rent beginning on the first day of the month following installation.
- 36. DEPOSIT OF RENT:** If Owner commences legal proceedings against Renter, Renter may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgment against Renter.
- 37. BATHROOM AND PLUMBING FIXTURES:** The bathrooms, toilets, wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.
- 38. ELEVATORS:** All nonautomatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Renter. The service elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.
- 38. LAUNDRY:** Laundry machines if any, provided by Owner, shall be used by Renter in the manner and at the times that Owner may designate. Renter shall not dry or air clothes on the roof or on the terrace or balcony, if any. Renter may use laundry machines, if any, at their own risk.
- 39. FLOORS:** Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.
- 40. OBJECTIONABLE CONDUCT:** Renter, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Renter or other occupants. Renter shall not make or permit any disturbing noises in the apartment or building or permit anything to be done that will interfere with the rights, comfort or convenience of other renters. Renter shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.
- 41. NO PROJECTIONS:** Renter may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window.
- 42. MOVING:** Renter can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Renter in moving because of delays caused by unavailability of the elevator. Renter shall be liable for any damage caused to the building or the apartment during such move.
- 43. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY:** Renter represents that he is not subject to foreign sovereign or diplomatic immunity. Renter expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Renter expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Renter, wherever they are located.
- 44. MILITARY STATUS:** Renter represents that he is not in the United States military, and is not dependent upon a member of the United States military. Renter must notify Owner within ten days of enlistment in the military.
- 45. PARTIES BOUND:** This lease agreement is binding on Owner and Renter, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Renter.
- 46. FORMS:** Renter agrees to complete any and all forms that may be requested by Owner from time to time.
- 47. SUBORDINATION:** The rights of Renter, including all rights granted under the terms of this lease are, and shall be, subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or

which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

- 48. SINGULAR/PLURAL and JOINT/SEVERAL:** The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one entity is renting the apartment, their obligations shall be joint and several.
- 49. CONDEMNATION/EMINENT DOMAIN:** If the building, or any part of the building, is taken or condemned by a public authority or government agency, this lease will end on the date of such taking. In such event, Renter will have no claim for damages against Owner based upon such taking, and Renter will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Renter of such government taking.
- 50. CONSTRUCTION/CONVENIENCE:** Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Renter, nor shall Renter seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining Owners' properties.
- 51. NO WAIVER:** The failure of Owner to insist at any time upon strict performance of any clause in this lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this lease is not a waiver of the breach.
- 52. CREDIT REPORTS:** Renter authorizes Owner to use the Social Security number of Renter to obtain any and all credit reports for the purpose of the initial lease or any renewal thereof now and no more than five years after the expiration of this lease or any renewal thereof, and fully understands that these reports will be used by owner in connection with Renter's occupancy of the apartment.
- 53. GUARANTOR:** If Renter has a Guarantor sign the initial lease, Renter agrees to have a Guarantor sign all renewal leases. The guarantee is a material term and condition of the lease. The failure to continue the guarantee negates Owner's obligation to enter into a renewal lease.
- 54. END OF LEASE:** Tenant shall notify the Landlord in writing no later than forty-five (45) days prior to the last day of this Lease of their intent to either (i) surrender the Apartment as of the last date of this Lease or (ii) renew this Lease. The Tenant understands that this is a material term of this Lease and in the event that the Tenant does not provide the foregoing notice then the same shall be deemed a default under the Lease which is not subject to notice, grace or cure and, accordingly, the Landlord shall be entitled to retain the security deposit as Landlord's remedy for Tenant's breach under this provision.
- 55. ELECTRIC HEATING:** The landlord will maintain the internal temperature of the apartment as required by law. In some apartments, the Landlord has installed electric baseboard heating systems as an additional heating option should the tenant prefer temperatures above what is required by law. If baseboard heaters have been installed in the apartment, Tenant acknowledges they have been installed as a convenience to the Tenant, and usage is strictly at Tenant's discretion. If the tenant chooses to operate the electric baseboard heaters, usage will result in increased electricity charges. The exact cost resulting from usage thereof will be based on rates charged by Consolidated Edison Company of New York ("ConEd"), its successor, or another utility company providing electricity to the building. Tenant acknowledges his/her sole responsibility for any electric related expenses, including but not limited to the additional electric cost resulting from usage of the baseboard heaters.
- 56. ILLEGAL SUBLET/AIRBNB:** Any sublet or assignment of less than 30 days is prohibited and a material, non-curable violation of this lease. Any use of Airbnb.com or any other short-term illegal sublet website for the purpose of advertising this apartment for short term stay is strictly prohibited. Any illegal sublet is strictly prohibited by this lease. Landlord shall be entitled to retain the security deposit as Landlord's remedy for Tenant's breach under this provision.
- 57. CONTACT INFORMATION:** Tenant shall update Landlord with a current personal telephone number and email address in the event that contact information changes during the term of the lease.
- 58. THIRD PARTY GUARANTOR:** If applicable, the tenant renews or extends their Lease with the Landlord, and they do not execute a new Agreement with a third party guarantor with the respect to such renewal or extension term, a security deposit equal to the third party guarantor coverage amount must be paid to the Landlord at least 10 days prior to the first day of such renewal/extension term as a condition precedent to the effectiveness of such renewal (unless waived by Landlord in Landlord's sole and absolute discretion). If the Tenant fails to deliver such security deposit to the Landlord at least 10 days prior to the first day of such renewal/extension term, then, at the option of Landlord, Tenant will be deemed to have not renewed the Lease and if Tenant fails to vacate before the lease expiration date (without taking into account such renewal) then the Tenant shall be in default of the Lease and shall be deemed a holdover tenant. Third party guarantor may refer to companies such as Rhino, The Guarantors or Insurent.

59. ENTIRE AGREEMENT: Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter.

If any part of this lease is determined to be unlawful, the remaining provisions of the lease will remain valid and in full force and effect.

215 EAST 117 LLC



Signed by Erica B. Cruice
Tue Sep 20 2022 01:58:21 PM EDT
Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date

(Landlord)

Date



Signed by Wheeler D. Moon, IV
Wed Sep 21 2022 10:15:07 AM EDT
Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date



State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433
Web Site: www.hcr.ny.gov

Revision Date: September 2019

New York City LEASE Rider For Rent Stabilized Tenants

**FAILURE BY AN OWNER TO ATTACH A COPY OF THIS RIDER TO THE TENANT'S
LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS**

NOTICE

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **“ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW.”**

This Rider has been updated to reflect the changes made by the Housing Stability and Tenant Protection Act of 2019.

Section 1 (If this is a renewal lease, do not complete section 1, go to section 2)

If Box A is checked, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the previous legal regulated rent by completing the following chart. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

ANY INCREASE ABOVE THE PREVIOUS LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT LAWS and RENT STABILIZATION CODE.

VACANCY LEASE RENT CALCULATION

Status of Apartment and Last Tenant (Owner to Check and Complete Appropriate Box - (A), (B), (C), or (D). Choose only one.)

(A) ☒ This apartment was rent stabilized when the last tenant moved out.

Address: **215 EAST 117TH STREET NEW YORK, NY 10035 Apt.# 11**

1. Previous Legal Regulated Rent **\$2,838.15**
 2. Guideline increase based on **1 year** lease. **(3.25%)** (Note: a guideline increase, if authorized by the Rent Guidelines Board, can only be taken once per guideline year) **\$92.24**
 3. Individual Apartment Improvements (IAI)
In order to collect rent increase for the IAI, you **MUST** complete the itemized list below and enter the increase in **Line 3-G** (below).
- ☐ **Tenant Request for Documentation**
Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)

Individual Apartment Improvements (IAI)

NOTE: Before completing this section, refer to the IAI limitations described in Section 3 - Provision 4 of this document.

Items**3-A. Bathroom Renovation (check all applicable items)**

- ☐ Complete Renovation (if this box is checked you are not required to check Individual Items)

OR

- ☐ Individual Items
(Check all applicable items)
- ☐ Sink
- ☐ Shower Body
- ☐ Toilet
- ☐ Tub
- ☐ Plumbing
- ☐ Cabinets
- ☐ Vanity
- ☐ Floors and/or Wall Tiles
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-A.** **\$0.00**

3-B. Kitchen Renovation (check all applicable items)

- ☐ Complete Renovation (if this box is checked you are not required to check Individual Items)

OR

- ☐ Individual Items
(Check all applicable items)
- ☐ Sink
- ☐ Stove
- ☐ Refrigerator
- ☐ Dishwasher
- ☐ Cabinets
- ☐ Plumbing
- ☐ Floors and/or Wall Tiles
- ☐ Counter Tops
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-B.** **\$0.00**

3-C. Other (check all applicable items)

- ☐ Doors
- ☐ Windows
- ☐ Radiators
- ☐ Light Fixtures
- ☐ Electrical Work
- ☐ Sheetrock
- ☐ Other (describe) _____

Total Costs for Parts and Labor **3-C.** **\$0.00**

3-D. Subtotal Costs for Parts and Labor (sum of 3-A, 3-B and 3-C) **3-D.** \$ _____

3-E. Total Costs for Parts and Labor for Prior IAIs Collected on or after 6/14/19 (excluding 3-D) **3-E.** **\$0.00**

3-F. Calculating the allowable IAI increase for this installation: \$15,000 – 3-E **3-F.** **\$0.00**

3-G. Total IAI Rent Increase (1/168th or 1/180th of Line 3-D or Line 3-F, 3-G. WHICHEVER IS LESS) **\$0.00**

Note: 1/168th if the building has 35 or fewer units. 1/180th if the building is over 35 units.

4. New Legal Regulated Rent (sum of 1, 2 and 3-G)	<u>\$2,930.39</u>	
4A. Preferential Rent (if charged)	<u>\$2,850.00</u>	<u>\$2,850.00</u> (enter 4 or 4A)
5. Air Conditioner Surcharges		\$ _____
6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher)		\$ _____
7. Ancillary Services charged (e.g., garage)		\$ _____
8. Other (specify) _____		\$ _____
9. New Tenant's Total Payment		<u>\$2,850.00</u>

If a “preferential rent” is being charged, please read Provision #17 of this Rider.

- (B)** ☐ This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first (C) rent stabilized tenant and the rent agreed to and stated in the lease to which this Rider is attached is \$ _____. The owner is entitled to charge a market rent to the first rent stabilized tenant. The first rent charged to the first rent stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a “fair market rent”, the tenant may file a “Fair Market Rent Appeal” with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.
- (C)** ☐ The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program.
- (Specify Program _____) \$ _____
- (D)** ☐ Other(_____) \$ _____

Section 2 - This section needs to be completed for vacancy and renewal leases

215 East 117th Street

Lease Rider for the housing accommodation:

215 EAST 117TH STREET 11
NEW YORK, NY 10035

(Print Housing Accommodation's Address and Apartment Number)

Lease Start Date: **October 1, 2022** Lease End Date: **September 30, 2023**

Lease Dated: **September 20, 2022**

The tenant named in the lease hereby acknowledges the contemporaneous receipt of the above lease rider for the housing accommodation stated above.



Signed by Erica B. Cruice

Tue Sep 20 2022 02:00:24 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:15:58 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

Subject to penalties provided by law, the owner of the housing accommodation hereby certifies that the above rider is hereby contemporaneously provided to the tenant with the signing of the lease and the information provided by the owner herein is true and accurate based on its records.

215 EAST 117 LLC

(Landlord)

Date

Section 3 - PROVISIONS

INTRODUCTION:

This Rider is issued by the New York State Division of Housing and Community Renewal (“DHCR”), pursuant to the Rent Stabilization Law (“RSL”) and Rent Stabilization Code (“RSC”). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part of and do not modify the lease. However, it must be attached as an addendum to the lease. It does not otherwise replace or modify more exact or complete sections of the RSL, the RSC, any order of DHCR, or any order of the New York City Rent Guidelines Board that govern this tenancy. The owner must comply with all applicable state, federal and local fair housing laws and nondiscrimination requirements.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Rider.

Tenants should keep a copy of this Rider and of any lease they sign and carefully review the summary of lawful rent increases described. Any tenant who believes that the rent they are being charged may be unlawful may consider requesting a rent history of their apartment from DHCR (www.hcr.ny.gov). After reviewing the rent history, the tenant can make an informed decision whether to file form RA-89 “Tenant’s Complaint of Rent and/or Other Specific Overcharges in a Rent Stabilized Apartment.”

1. RENEWAL LEASES

The owner is entitled to increase the rent when a tenant renews a lease (“renewal lease”). Each year, effective October 1, the New York City Rent Guidelines Board sets the percentage of maximum permissible increase over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of one or two years. For additional information see DHCR Fact Sheet #26.

2. VACANCY LEASES

The owner is entitled to increase the previous legal regulated rent when a new tenant enters into a lease for the first time and this is referred to as a vacancy lease. The tenant may choose between a one or two-year lease term. The allowable increase is set by the Rent Guidelines Board. However, no more than one guideline board increase may be added per guideline year. Lawful Major Capital Improvement and Individual Apartment Improvements may also be added to the rent.

3. SECURITY DEPOSITS

An owner may collect a security deposit no greater than one month’s rent. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled. If a preferential rent is being charged, the amount of the security deposit collected can be no higher than the preferential rent.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet #9.

4. OTHER RENT INCREASES

In addition to guideline increases, the rent may be permanently increased based upon the following:

(A) Individual Apartment Improvements (IAI) – When an owner installs a new appliance or makes an improvement to an apartment the owner may be entitled to an IAI rent Increase. Tenant written consent for the improvement and rent increase is only required if the apartment is occupied by a tenant. It is not required for a vacant apartment.

In buildings with 35 units or less, the increase is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the increase is limited to 1/180th of the cost of the improvement.

No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations. The written consent provided by the tenant in occupancy must be on a DHCR form. A translated version in

the top 6 languages spoken other than English will be made available for review on the DHCR website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase is temporary, as it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the IAI.

The DHCR Lease Rider offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI's) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease" to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Rider Section 1, Individual Apartment Improvements.)

IAI rent increases cannot be collected if a DHCR order reducing rent for decreased services is in effect and has an earlier effective date. It can be collected prospectively on the effective date of a DHCR order restoring the rent.

(B)Major Capital Improvements (MCI) – An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler or new plumbing. Major Capital Improvement rent increases are prohibited in buildings that contain 35% or fewer rent regulated apartments. The owner must file an application with DHCR and all supporting documentation is audited.

DHCR may issue an order denying the increase or granting it in part or in whole and serve the order on the owner and all tenants in the building. The rent increase approved in the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost is amortized over a 12-year period. In buildings with more than 35 units, the cost is amortized over 12 1/2 years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the MCI rent increase.

Vacancy lease tenants are to be notified in their lease about pending MCI applications.

(C)Hardship – An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:

1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

5. RENT REGISTRATION

(A)Initial

An owner must register an apartment's rent and services with DHCR when the building first becomes subject to the RSL and in adherence to any related regulatory agreements and/or tax benefit programs.

(B)Annual

The annual registration must be filed with DHCR no earlier than April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy.

(C)Penalties

Failure to register may result in such penalties, rent reductions, and other remedies as permitted by law.

6. RENEWAL LEASES

A tenant has a right to a renewal lease, with certain exceptions (see Provision 10 of this Rider, "When An

Owner May Refuse To Renew A Lease”).

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a one or two- year lease at the permissible guidelines increase. After receiving the notice, the tenant always has 60 days to accept the owner’s offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner’s receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a “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). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guideline increase until the lease or form is provided.

It is illegal for an owner to require a rent stabilized tenant to provide immigration status information or a Social Security number as a condition to renewing the lease. (For additional information on the rights of foreign-born tenants see DHCR Fact Sheet #45.)

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant’s prior lease:

- (A) the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders;
- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in Provision 9 of this Rider);
- (C)(1) if the building in which the apartment is located is receiving 421-a (1-15) tax benefits, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law: a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law.

7. RENEWAL LEASE SUCCESSION RIGHTS

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease.

“Family Member” includes the spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

“Family member” may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

8. SERVICES

Written notification to the owner or managing agent should be given but is **NOT** required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based

on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

All emergency conditions do not require prior written notification. These include but are not limited to: vacate order (5 day notification), fire (5 day notification), no water apartment wide, no operable toilet, collapsed or collapsing ceiling or walls, collapsing floor, no heat/hot water apartment wide (violation required), broken or inoperative apartment front door lock, all elevators inoperative, no electricity apartment wide, window to fire escape (does not open), water leak (cascading water, soaking electrical fixtures), window-glass broken (not cracked), broken/unusable fire escapes, air conditioner broken (summer season). Complaints to DHCR on the appropriate DHCR form that cite any of these emergency conditions will be treated as first priority and will be processed as quickly as possible. **It is recommended that tenants use a separate DHCR form for any problematic conditions that are not on this emergency condition list.**

Certain conditions, examples of which are set forth in the Rent Stabilization Code, which have only a minimal impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law ("Warranty of Habitability") that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets #3, #14 and #37.

9. SUBLETTING AND ASSIGNMENT

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may temporarily increase the rent by the current rent guidelines board adjustment, regardless of whether the owner has increased the rent by the guidelines board amount within the prior twelve months. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without such temporary increase. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant's lease commenced, and it takes effect when the subletting takes place.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished with the tenant's furniture. Where the tenant charges the sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney's fees. The tenant may also be subject to an eviction proceeding.

Assignment of Leases

In an assignment, a tenant transfers the entire remainder of his or her lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may increase the rent as if the assignee was entering into a new lease following permanent vacancy. Such increase shall remain part of the Legal Regulated Rent for any subsequent renewal lease.

An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days' notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see, DHCR Fact Sheet #7.

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific grounds stated in the Rent Stabilization Law and Rent Stabilization Code, is entitled to remain in the apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to

make the tenant move from his/ her apartment.

Below are listed some but not all grounds for eviction:

Without DHCR consent, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner, because of immediate and compelling necessity, seeks to recover the apartment in good faith for personal use and occupancy as a primary residence or for the personal use and occupancy as a primary residence of members of the owner's immediate family; Note that the owner is only permitted to do this for one apartment in a building subject to regulation.
- (C) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner's intention not to renew the lease.

With DHCR consent, the owner may refuse to renew a lease upon any of the following grounds:

- (D) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or
- (E) the owner requires the apartment or the land for the owner's own use in connection with a business which the owner owns and operates.

A tenant will be served with a copy of the owner's application and has a right to object. If the owner's application is granted, the owner may bring an eviction action in Civil Court.

11. EVICTION WHILE THE LEASE IS IN EFFECT

The owner may bring an action in Civil Court to evict a tenant during the term of the lease for the grounds stated in the Rent Stabilization Law and Rent Stabilization Code.

Below are listed some but not all grounds for eviction:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;
- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days' notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

12. COOPERATIVE AND CONDOMINIUM CONVERSION

Tenants who do not purchase their apartments under a Non-Eviction Conversion Plan continue to be protected by Rent Stabilization. Conversions are regulated by the New York State Attorney General. Any cooperative or condominium conversion plan accepted for filing by the New York State Attorney General's Office will include specific information about tenant rights and protections. An informational booklet about the general subject of conversion is available from the New York State Attorney General's Office.

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from guideline rent increases, hardship rent increases, major capital improvement rent increases and rent reductions for DHCR approved electrical sub-metering conversions. This exemption will only be for a portion of the increase which causes the tenant's rent to exceed one-third of the "net" household income, and is not available for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE) program can be addressed to the New York City Department of Finance.

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet # 20 and # 21.

14. SPECIAL CASES AND EXCEPTIONS

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings subject to regulatory agreement and/or which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, federal financing, mortgage insurance programs, or project based vouchers. The supervising government agency that sets initial legal rents may also set preferential rents. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels or permanent housing accommodations with government contracted services to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

15. AIR CONDITIONER SURCHARGES

Owners are authorized to collect surcharges from rent stabilized tenants for the use of air conditioners. DHCR issues an annual update to an Operational Bulletin in which the lawful surcharges are established for the year. One surcharge amount is established for tenants in buildings where electricity is included in the rent. Another surcharge is established for tenants who pay for their own electricity. Such surcharges shall not become part of the legal regulated rent. (See Operational Bulletin 84-4 and Fact Sheet # 27).

16. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS

Unless a lease provides otherwise, owners are not required to allow tenants to install washing machines, dryers or dishwashers. Where a tenant requests permission from the owner to install such appliance or appliances, whether permanently installed or portable, and the owner consents, the owner may collect a surcharge or surcharges. DHCR issues periodic updates to an Operational Bulletin that sets forth surcharges for washing machines, dryers and dishwashers. One set of surcharges is established for tenants in buildings where electricity is included in the rent. Another set of surcharges is established for tenants who pay their own electricity. Such surcharges shall not become part of the rent. (See Operational Bulletin 2005-1).

17. PREFERENTIAL RENT

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases in order to be preserved. The HSTPA effective June 14, 2019 while continuing to allow for both preferential and legal rents to be raised at the time of a lease renewal additionally requires that any preferential rent already being collected must continue to be offered at the time of a lease renewal. The rent increase to be collected at a lease renewal on the preferential rent must be set by applying the applicable guideline increase to the preferential rent. The legal rent cannot be collected until a vacancy occurs and can be offered to the next new vacancy lease tenant, provided that both the legal rent and the preferential rent are listed in the initial lease offering the preferential rent and every subsequent lease offering the preferential rent until the vacancy. Exceptions to these requirements may apply to preferential rents established by regulatory agreements.

18. LANGUAGE ACCESS:

Copies of the Rider are available for informational purposes only, in languages required by DHCR's Language Access Plan and can be viewed at www.nyshcr.org. However, the Rider is required to be offered and executed in English only, at the issuance of a vacancy lease or renewal lease. The DHCR RTP-8 Renewal Lease Form is also required to be offered and executed in English only.

Copias de la Cláusula están disponibles con fines informativos en los idiomas requeridos por el Plan de Acceso Lingüístico de la DHCR y se pueden ver en www.nyshcr.org. Sin embargo, se requiere que la Cláusula se ofrezca y ejecute en inglés solamente, en la emisión de un contrato de arrendamiento por desocupación o contrato de renovación de arrendamiento. El Formulario del Contrato de Renovación de Arrendamiento RTP-8 de la DHCR también se debe ofrecer y ejecutar en inglés solamente.

Kopi Dokiman Sipleman t a disponib pou bay enfòmasyon sèlman, nan lang ki obligatwa dapre Plan Aksè nan Lang DHCR epi ou kapab wè yo sou sitwèb www.nyshcr.org. Men, yo fèt pou bay ak egzekite Dokiman Sipleman t a nan lang Anglè sèlman, lè y ap bay yon nouvo kontra lwaye oswa yon renouvèlman kontra lwaye. Pwopriyetè kay la gen obligasyon tou pou bay ak egzekite Fòm Renouvèlman Kontra Lwaye DHCR RTP-8 nan lang Anglè sèlman.

Copie della postilla sono disponibili per finalità esclusivamente informative nelle lingue previste dal Piano di assistenza linguistica (Language Access Plan) del DHCR e sono consultabili sul sito www.nyshcr.org. La postilla, tuttavia, va presentata e resa esecutiva solo in lingua inglese, alla stipula di un contratto di locazione di immobile libero o di rinnovo. Anche il modulo del contratto di rinnovo RTP-8 del DHCR va presentato e perfezionato solo in lingua inglese.

附加條款副本僅供參考，其語言格式以 DHCR 「語言服務計畫」之規定為準，且可於 www.nyshcr.org 查看。不過，於交付空房租約或續期租約時，本附加條款之版本與履行效力仍以英文版為主。房東亦須提供英文版的「DHCR RTP-8 續期租約表」，且履行效力同樣以英文版為主。

본 특약서의 사본은 DHCR의 언어 액세스 계획(Language Access Plan)에서 요구하는 언어로 정보 제공의 목적 으로는 제공되며, www.nyshcr.org에서 볼 수 있습니다. 하지만 본 특약서는 공실 임대 계약서 또는 갱신 임대 계약서 발행 시에는 영어로만 제공 및 작성해야 합니다. DHCR RTP-8 갱신 임대 계약서(Renewal Lease Form)도 영어로만 제공 및 작성해야 합니다.

Копии данного Приложения доступны исключительно в информационных целях на языках, предусмотренных Программой языкового доступа (Language Access Plan) Жилищно-коммунальной администрации на сайте www.nyshcr.org. Однако настоящее Приложение должно быть предложено и подписано исключительно на английском языке при подписании вновь заключенного договора аренды или договора о продлении срока аренды. Форма продления срока аренды RTP-8 Жилищно-коммунальной администрации также должна быть предложена и подписана исключительно на английском языке.

19. FEES

There are certain fees that owners may charge tenants separate and apart from the rent for the apartment. However, fees of any kind do not become part of the legal rent or preferential rent and cannot be added to it for the purpose of calculating lease renewal increases.

Lawful fees:

Late fees where a clause in the initial vacancy lease allows for them to be charged by a certain specific date and the late fees are no more than the lesser of \$50 or 5% of the monthly rent currently being charged and collected. Preferential rents, which may also be referred to as “on-time rent,” that are conditioned on prompt payment of rent or terminate upon late payment of rent are not allowed.

Legal fees can only be collected if ordered by a judge in court.

Reasonable fees for a background check when applying to be a tenant which cannot exceed \$20 per tenant subject to the background check.

Fees for window guards (\$10 per guard) are detailed in DHCR Fact Sheet # 25.

Fees for smoke alarms, carbon monoxide detectors and natural gas detectors are established by the local municipality.

Actual Fees/charges incurred for insufficient funds for a tenant's rent check that did not clear (bounced checks), if this was provided for in the initial lease.

Fees imposed by the NYC agency (Ex-HPD, HDC) that has oversight authority pursuant to a regulatory agreement.

Fees for Air Conditioners and Tenant-installed Washing Machines, Dryers and Dishwashers are detailed in

DHCR's Operational Bulletin 84-4 and DHCR Operational Bulletin 2005-1. Fees for Sub-Metering or other utility services. Fees for Sub-Metering are detailed in DHCR Operational Bulletin 2014-1.

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

Fees cannot be charged to the tenant for a background check on a prospective roommate or additional family member.

Pet security deposit or fees proposed for a service animal or that are in violation of fair housing law. Fees for owner installed air conditioner brackets are prohibited.

Fees including but not limited to damage fees, repair fees of any kind including those incurred for removal of municipal violations, painting fees, cleaning fees and other fees not established by or in excess of the amount allowed by the rent regulations or other municipal regulations are prohibited. Please note that the inappropriateness of imposing these fees through the lease may not necessarily prevent an owner from independently seeking other relief in court for objectionable conduct or damages.

The \$20 fee that must be paid by owners to the municipality for each stabilized apartment can not be passed along as a fee to the tenant.

Tenants who have been billed for fees and/or surcharges that they may believe are unlawful or untimely, have the right to file a complaint of rent overcharge on DHCR form RA-89 and/or pursue remedies in court.

Appendix

Some agencies which can provide assistance

New York State Division of Housing and Community Renewal (DHCR)

DHCR is a state agency empowered to administer and enforce the Rent Laws. Tenants can contact DHCR at our website: www.hcr.ny.gov or by visiting one of our Public Information Offices listed below for assistance.

Queens

92-31 Union Hall Street
Jamaica, NY 11433

Lower Manhattan

25 Beaver Street
New York, NY 10004

Upper Manhattan

163 West 125th Street
New York, NY 10027

Bronx

One Fordham Plaza
Bronx, NY 10458

Brooklyn

55 Hanson Place
Brooklyn, NY 11217

Attorney General of the State of New York - www.ag.ny.gov

120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

Real Estate Financing Bureau

- administers and enforces the laws governing cooperative and condominium conversions. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

Various New York City Agencies such as Housing Preservation and Development, Finance and Buildings can be contacted at 311.

DHCR has approved this form and font size as in compliance with RSC section 2522.5(c).



State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Web Site: www.nysdhcr.gov

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): **Erica B. Cruice and Wheeler D. Moon, IV**

Subject Premises: **215 EAST 117TH STREET #11, NEW YORK, NY 10035**

Apt.#: **11**

Date of vacancy lease: **October 1, 2022**

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- ☒ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other:

215 EAST 117 LLC



Signed by Erica B. Cruice

Tue Sep 20 2022 02:05:22 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date

(Landlord)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:17:16 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

The law requires the owner of the premises to advise tenants that when they suspect that a gas leak has occurred, they should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:

Provider: Con Edison, Number: 1-800-752-6633

215 EAST 117 LLC



Signed by Erica B. Cruice

Tue Sep 20 2022 02:05:51 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date

(Landlord)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:17:25 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

La ley requiere que el propietario de la casa o edificio informe a los inquilinos que cuando sospechan que se ha producido un escape de gas, deben tomar las siguientes medidas

1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;
2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:

Proveedor: Con Edison, Telefono: 1-800-752-6633

GUARANTOR FORM AS ATTACHMENT TO THE LEASE

I, **Wheeler D. Moon, III (Guarantor)** ("Guarantor") residing at **2151 Asbury Road, Knoxville, TN 37914 - US** understand that you **215 EAST 117 LLC** ("Owner") have leased a residential dwelling, apartment **11** at **215 EAST 117TH STREET, NEW YORK, NY 10035** to **Erica B. Cruice and Wheeler D. Moon, IV** ("Tenant") pursuant to a lease (the "Lease") dated **October 1, 2022** subject to and conditioned on my signing this guaranty.

I, the Guarantor of the Lease, hereby agree to the following:

- 1. Guarantee of performance.** In consideration of Owner's agreement to enter into the Lease, and for other good valuable consideration, the receipt and sufficiency of which Guarantor acknowledges, Guarantor hereby guarantees, unconditionally and absolutely, the full and faithful performance and observance of all of the covenants, terms and conditions of the Lease provided to be performed and observed by Tenant, expressly including, without being limited to, the payment of rent, when due, under the Lease.
- 2. Lease Modification, Renewal, or Extension.** If the Lease is modified, renewed, or extended, or if the Tenant holds over beyond the term of the Lease, the obligations hereunder of Guarantor shall extend and apply to the full and faithful performance of all of the covenants, terms and conditions of any such modification, renewal, or extension of the Lease for an aggregate period not to exceed 25 years.
- 3. Tenant's Sublet or Assignment.** This Guaranty shall remain and continue in full force and effect if Tenant sublets or assigns the Lease, whether or not either Guarantor or Owner receives notice of, or has consented to, such sublet or assignment.
- 4. Binding on Successors and Assigns.** This Guaranty, and all of the terms hereof, shall be binding on Guarantor and the successors, assigns, and legal representative of Guarantor and shall inure to the benefit of the successors, assigns and legal representatives of Owner.
- 5. Joint and Several Liability.** The liability of Guarantor is joint and several with that of Tenant and action may be brought against Guarantor and carried to final judgement either with or without making Tenant a party thereto. Guarantor further agrees that in any action or proceeding brought by Owner against Tenant, Guarantor does not have to be joined as a party thereto.
- 6. No Demand Needed.** Without first making demand against, bringing any action or proceeding against, or joining Tenant as a party-defendant, Owner may proceed against Guarantor.
- 7. Waiver of Rights to Default Notice.** Guarantor does not require, and expressly waive the rights to receive, any notice of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms, and conditions of the Lease.
- 8. Tenant's Bankruptcy.** Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty, nor any remedy for the enforcement thereof, shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation of the liability of Tenant or Tenant's estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy code of the United States or from the decision of any court interpreting the same.
- 9. Service of Process.** Guarantor irrevocably appoints Tenant as its agent for the service of process related to this Guaranty.
- 10. Venue and Interpretation of Guaranty.** Venue for any action or proceeding arising out of this Guaranty shall be in Queens County in the State of New York. The Guaranty shall be governed by any interpreted under the laws of, and enforced in the courts of, the State of New York.
- 11. Waiver of Jury Trial.** Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Owner against Guarantor in respect of this Guaranty.
- 12. Owner's Legal Expenses.** Guarantor will pay the Owner all of the Owner's expenses, including, but not limited to, attorney's fees that Owner incurs in enforcing this Guaranty.

13. **No Waiver by Owner.** Owner's failure or delay in exercising any rights under the Lease or Guaranty or in sending any notices, demands, or requests, or in requiring strict performance or observance of any term or covenant of the Lease, shall in no way waive of Owner's rights created by the Guaranty.



Signed by Erica B. Cruice
Tue Sep 20 2022 02:06:43 PM EDT
Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date



Signed by Wheeler D. Moon, IV
Wed Sep 21 2022 10:17:43 AM EDT
Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date



Signed by Wheeler D. Moon, III
Wed Sep 21 2022 09:24:33 AM EDT
Key: 101C7987; IP Address: 96.69.103.177

Wheeler D. Moon, III (Guarantor)

Date

SSN: 421-84-****

(Notary Public)

Date

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27- 2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.
2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

I, **215 EAST 117 LLC** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27- 2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

215 EAST 117 LLC

(Landlord)

Date

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

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.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d)   Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

215 EAST 117 LLC



Signed by Erica B. Cruice

Tue Sep 20 2022 02:07:14 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date

(Landlord)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:18:19 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

Initials:



LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD BASED PAINT HAZARDS — INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. Beginning on January 1, 2020, the term "resides" means that a child under six routinely spends 10 or more hours per week in the dwelling unit. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD. If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Whether or not a child under age six will reside in the apartment, the owner of the building is also required to fix all lead-based paint hazards and underlying defects that may cause paint to peel, make floors, window sills and window wells smooth and cleanable, remove or cover all lead-based paint on friction surfaces of doors and door frames, and remove or cover all lead-based paint on friction surfaces of windows or install window channels or slides. This work should be performed before you move into the apartment, and the owner must properly clean the apartment after the work is completed.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health explaining about lead based paint hazards when you sign your lease/commence occupancy.

CHECK ONE:

☐ A child under six years of age resides in the unit

☒ A child under six years of age does not reside in the unit



Signed by Erica B. Cruice

Tue Sep 20 2022 02:07:27 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:18:31 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

Print occupant's name, address and apartment number:

Erica B. Cruice and Wheeler D. Moon, IV 215 EAST 117TH STREET #11, NEW YORK, NY 10035.

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

215 EAST 117 LLC

(Landlord)

Date

RETURN THIS FORM TO:

Owner representative name: **215 EAST 117 LLC**

Address: **108-18 QUEENS BLVD., Queens, NY 11375**

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

OWNER COPY/OCCUPANT COPY

CONTRATO/COMIENZO DE OCUPACIÓN Y MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO.

Usted esta requerido por ley informarle al dueño si un niño menor de seis años de edad está viviendo o vivirá con usted en la unidad de vivienda (apartamento) para la cual usted va a firmar un contrato de ocupación. Si tal niño empieza a residir en la unidad, el dueño del edificio esta requerido hacer una inspección visual anualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. POR ESO ES IMPORTANTE QUE USTED LE DEVEUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO. Si usted no informa al dueño, el dueño esta requerido inspeccionar su apartamento para descubrir si un niño menor de seis años de edad está viviendo en el apartamento.

Si un niño menor de seis años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito inmediatamente a la dirección proveída abajo. Usted también debe de informarle al dueño por escrito si un niño menor de seis años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o está por pelarse sobre la superficie de la unidad.

Por favor de llenar este formulario y devolver una copia al dueño del edificio o al agente o representante cuando usted firme el contrato o empiece a ocupar la unidad. Mantenga una copia de este formulario para sus archivos. Al firmar su contrato de ocupación usted recibirá un panfleto hecho por el Departamento de Salud y Salud Mental de la Ciudad de Nueva York, explicando el peligro de plomo en pintura.

MARQUE UNO:

- ☐ Vive un niño menor de seis años de edad en la unidad.
- ☒ No vive un niño menor de seis años de edad en la unidad.



Signed by Erica B. Cruice

Tue Sep 20 2022 02:07:50 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:18:48 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

Nombre del inquilino, Dirección, Apartamento: **Erica B. Cruice and Wheeler D. Moon, IV 215 EAST 117TH STREET #11, NEW YORK, NY 10035.**

(Esto no es aplicable para un renovamiento del contrato de alquiler.) Certificación de dueño: Yo certifico que he cumplido con la provisión de §27-2056.8 del Artículo 14 del código y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del panfleto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

215 EAST 117 LLC

(Landlord)

Date

DEVUELVA ESTE FORMULARIO A: **215 EAST 117 LLC, 108-18 QUEENS BLVD., Queens, NY 11375**

INQUILINO: MANTENGA UNA COPIA PARA LOS ARCHIVOS

COPIA DEL DUEÑO/COPIA DEL INQUILINO



MOVE-IN INSPECTION FORM

Dear Tenant:

Pursuant to the Housing Stability and Tenant Protection Act of 2019, you are entitled to an inspection of your new apartment prior to moving in. The result of this inspection will be used when you vacate the apartment to determine what, if any, damage has been caused during your tenancy that may result in a deduction from your security deposit.

Please indicate whether you wish to schedule your pre-move in inspection by checking the appropriate line below and signing this form. Please note that, if you choose not to schedule a pre-move in inspection this could impact your ability to claim a return of your full security deposit upon vacating if the landlord withholds a portion of your security deposit due to damage to the apartment.

Yes, I wish to schedule a pre-move in inspection ☐

No, I decline to schedule a pre-move in inspection ☒



Signed by Erica B. Cruice

Tue Sep 20 2022 02:08:43 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (*Tenant*)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:18:58 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (*Tenant*)

Date

Section 12-12.1 of Chapter 12 of Title 28 of the Rules of the City of New York describes conditions under which a combined notice may be used, combining notice of suspected gas leak procedures with notice for smoke detectors and carbon monoxide detectors. A sample of a combined notice is below:

NOTICE FOR SUSPECTED GAS LEAKS, SMOKE DETECTING DEVICES, AND CARBON MONOXIDE ALARMS

The law requires the owner of the premises to notify tenants regarding the following:

Suspected Gas Leak Procedure: When a tenant suspects that a gas leak has occurred, the tenant should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:

Provider _____ Number _____

Smoke Detectors: The law requires the owner of the premises to provide and install one or more approved and operational smoke detectors in each apartment and to periodically replace such devices upon the expiration of their useful life in accordance with article 312 of chapter 3 of title 28 of the New York City Administrative Code. The tenant of each apartment is responsible for the maintenance and repair of the detectors installed in the apartment and for replacing any or all detectors which are stolen, removed, missing or become inoperable during the occupancy of the apartment with a device meeting the requirements of article 312 of chapter 3 of title 28 of the Administrative Code, unless a detector becomes inoperable within one year of being installed due to a manufacturing defect. The tenant of each apartment in this building in which a battery-operated smoke detector is provided and installed shall pay the owner a maximum of twenty-five dollars or a maximum of fifty dollars where a combined smoke and carbon monoxide detecting device is installed for the cost of providing and installing each detector. The tenant has one (1) year from the date of installation to make such payment to the owner.

Carbon Monoxide Detectors: The law requires the owner of the premises to provide a carbon monoxide alarm in each apartment in this building. The carbon monoxide alarm must be placed within 15 feet of the primary entrance to each sleeping room, must be equipped with an end of life alarm, and must be periodically replaced by the owner as necessary when the suggested useful life of the alarm expires. Tenants are responsible for the maintenance and repair of the alarms installed in the apartment and for replacing any or all alarms that are stolen, removed, missing, or become inoperable during the occupancy of the apartment, unless an alarm becomes inoperable within one year of being installed due to a manufacturing defect. The occupant of each apartment in which a carbon monoxide alarm is provided and installed must pay the owner **\$0.00** per alarm, or a maximum of **\$0.00** per device where a combined smoke and carbon monoxide detecting device is installed. This fee covers the cost of the work for the initial installation and each periodic replacement. The occupant has one year from the date of installation to pay the owner.



Signed by Erica B. Cruice

Tue Sep 20 2022 02:08:57 PM EDT
Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:19:08 AM EDT
Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

*To request a reasonable accommodation, you should contact your property manager by calling **(718) 222-0211**, or by e-mailing ADA@bronsteinproperties.com*. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.*

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:+

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);

Changes to your housing provider's rules, policies, practices, or services;

Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.

If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.

If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.

If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.

If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

Public and common areas must be readily accessible to and usable by persons with disabilities;

All doors must be sufficiently wide to allow passage by persons in wheelchairs; and

All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov, or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.



Signed by Erica B. Cruice
Tue Sep 20 2022 02:09:15 PM EDT
Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date



Signed by Wheeler D. Moon, IV
Wed Sep 21 2022 10:19:30 AM EDT
Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

* The Notice must include contact information when being provided under 466.15(d)(1), above. However, when being provided under (d)(2) and when this information is not known, the sentence may read "To request a reasonable accommodation, you should contact your property manager."

+ This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described in this Notice, but local laws cannot decrease your protections.

RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISION OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

1. named Tenants on the lease ("Tenants");
2. any other person who is authorized by all named Tenants to reside in the Apartment is entitled to be so authorized under Section 235-f of the New York Real Property Law ("Occupants"). Occupants shall not have the right to reside in the Apartment if the Tenants die or if the Tenant vacates or abandons the Apartment except as otherwise specifically prescribed by a non-waivable provision of the New York Real Property Law.

Tenant(s) warrant and represent that no one apart from the following individuals occupy the Apartment and have done so from the inception of the lease.

Name of Occupants	Relationship to Tenant
Erica B. Cruice (Tenant)	
Wheeler D. Moon, IV (Tenant)	

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner. Tenant must notify owner of any change in additional occupancy, which may be allowable under Section 235-f of the New York Real Property Law.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

215 EAST 117 LLC



Signed by Erica B. Cruice

Tue Sep 20 2022 02:09:41 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date

(Landlord)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:19:40 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

RENT CONCESSION RIDER (INITIAL LEASE)

The Parties to this lease agree and acknowledge that the legal regulated rent for the Premises is \$2,930.39. Notwithstanding the legal regulated rent, the tenant shall be charged a preferential rent of \$2,850.00 (the "Preferential Rent") per month during the lease term. Solely as a result of the Housing Stability and Tenant Protection Act of 2019, all renewal leases during the tenant's occupancy of the Premises shall be based upon the Preferential Rent plus any applicable lawful adjustments, including, but not limited to increases allowed by the Rent Guidelines Board.

The Preferential Rent is personal to the tenant named in the lease only and will not inure to the benefit of the tenant's successors or assigns. Upon the named tenant's vacatur from the Premises the Owner reserves the right to increase the rent by any amount up to the full legal regulated rent.

The Parties agree that the owner shall continue to register the legal regulated rent plus any lawful increases with New York State Homes and Community Renewal ("HCR") for the duration of the tenant's occupancy of the Premises and that renewal leases will reflect both the legal regulated rent and the Preferential Rent for any applicable lease term.

If Owner applies for and is granted rent adjustments during this tenancy, the calculation of such adjustment shall be by reference to the legal regulated rent then in effect.

Notwithstanding the foregoing, the owner reserves the right to rescind the Preferential Rent if there is a change in the law with respect to preferential rents, either by an act of the legislature or due to a ruling by any court or administrative agency of competent jurisdiction. In the event of a change in the law the parties acknowledge that the Preferential Rent shall expire with the expiration of any lease term then in effect and that upon renewal the owner shall be entitled to charge the tenant any amount up to the full legal regulated rent.

If there is any conflict between the provisions of this Rider and the terms of the attached renewal lease, such conflict shall be resolved in every instance in favor of the provisions of this Rider. The provisions of this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except for the Preferential Rent, which is personal to the tenant only while they occupy the Premises.

215 EAST 117 LLC



Signed by Erica B. Cruice

Tue Sep 20 2022 02:09:54 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date

(Landlord)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:20:05 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

RESIDENTIAL BUILDING SMOKING POLICY

New York City law (Local Law 147 of 2017) requires an apartment building owner of three or more apartments to establish a smoking policy and to provide a copy of the policy to all occupants of the building.

Policy on Smoking:

Smoking is not allowed in the locations checked below (check all boxes that apply). Even if no boxes are checked, New York City law bans smoking tobacco or non-tobacco products and using e-cigarettes in indoor common areas (including, but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms).

- ☐ Inside of apartments*
- ☐ Outside of areas that are part of apartments, including balconies, patios and porches
- ☐ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☐ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☐ Other areas/exceptions: _____

Sincerely,

215 EAST 117 LLC



Signed by Erica B. Cruice
Tue Sep 20 2022 02:10:22 PM EDT
Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date

(Landlord)

Date



Signed by Wheeler D. Moon, IV
Wed Sep 21 2022 10:20:16 AM EDT
Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

* An existing tenant of a rent-stabilized and rent-controlled apartment may be exempt from a policy restricting smoking inside their apartment unless the tenant consents to the policy in writing. This policy also may not apply during the lease term of an unregulated tenant.

THE REAL ESTATE BOARD OF NEW YORK, INC. SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): Erica B. Cruice and Wheeler D. Moon, IV
Lease Premises Address: 215 EAST 117TH STREET, NEW YORK, NY 10035
Apartment Number: 11 (the "Leased Premises")
Date of Lease: October 1, 2022

CHECK ONE:

1. ☒ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on _____.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.



Signed by Erica B. Cruice

Tue Sep 20 2022 02:10:36 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:20:26 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

215 EAST 117 LLC

(Landlord)

Date

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. The owner must make the stove knob covers available within 30 days of this notice. Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

PLEASE COMPLETE THIS FORM BY CHECKING THE APPROPRIATE BOX, FILLING OUT THE INFORMATION REQUESTED, AND SIGNING.

Please return the form to the owner at the address provided by October 1, 2022:

- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.
- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.
- ☐ **NO, I DO NOT** want stove knob covers for my stove, even though I have a child under age six residing in my apartment.
- ☒ **NO, I DO NOT** want stove knob covers for my stove. There is no child under age six residing in my apartment.



Signed by Erica B. Cruice

Tue Sep 20 2022 02:10:50 PM EDT

Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (Tenant)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:20:36 AM EDT

Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (Tenant)

Date

Print Name, Address, and Apartment Number:

Erica B. Cruice and Wheeler D. Moon, IV
215 EAST 117TH STREET #11, NEW YORK, NY 10035

Return this form to (Owner address):

108-18 QUEENS BLVD., Queens, NY 11375

RESIDENTIAL CURRENT OCCUPANT INFORMATION

PROPERTY 215 East 117th Street	UNIT 215 EAST 117TH STREET #11, NEW YORK, NY 10035
--	--

Tenant Information:

GUARANTOR Wheeler D. Moon, III	DATE OF BIRTH 6/22/1963	SSN 421-84-****
HOME PHONE (865) 951-3547	WORK PHONE	CELL PHONE ()
EMAIL ADDRESS		
EMERGENCY CONTACT		PHONE
TENANT Erica B. Cruice	DATE OF BIRTH 8/25/1996	SSN 439-93-****
HOME PHONE (407) 274-7685	WORK PHONE	CELL PHONE ()
EMAIL ADDRESS Beth.cruice@gmail.com		
EMERGENCY CONTACT		PHONE
TENANT Wheeler D. Moon, IV	DATE OF BIRTH 6/24/2000	SSN 410-89-****
HOME PHONE (865) 964-6134	WORK PHONE	CELL PHONE ()
EMAIL ADDRESS Wheeler@asburyfarm.com		
EMERGENCY CONTACT		PHONE
EMPLOYER NAME Manhattan School of Music		PHONE
EMPLOYER NAME Moon Capital Management		PHONE (865) 951-3547

Lease Information:

Preferential Rent:	\$2,850.00
Legal Regulated Rent:	\$2,930.39
Security Deposit:	\$2,850.00
Lease Starts:	October 1, 2022
Lease Ends:	September 30, 2023

Additional Occupants:

NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP



WINDOW GUARDS REQUIRED LEASE NOTICE TO TENANT

APPENDIX A

New York City
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment:
if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER



Signed by Erica B. Cruice

Tue Sep 20 2022 02:11:46 PM EDT
Key: 4520687D; IP Address: 208.105.30.194

Erica B. Cruice (*Tenant*)

Date



Signed by Wheeler D. Moon, IV

Wed Sep 21 2022 10:20:56 AM EDT
Key: FA13ACBE; IP Address: 104.28.32.219

Wheeler D. Moon, IV (*Tenant*)

Date

215 EAST 117TH STREET #11, NEW YORK, NY 10035

RETURN THIS FORM TO:

215 EAST 117 LLC

215 East 117th Street, New York, NY 10035

***For Further Information call 311 for
Window Falls Prevention***

What Tenants Should Know About Indoor Allergens (Local Law 55 of 2018)

Allergens are things in the environment that make indoor air quality worse. They can cause asthma attacks or make asthma symptoms worse. Common indoor allergens, or triggers, include cockroaches and mice; mold and mildew; and chemicals with strong smells, like some cleaning products. Environmental and structural conditions, like leaks and cracks in walls often found in poorly maintained housing, lead to higher levels of allergens.

New York City law requires that landlords take steps to keep their tenants' homes free of pests and mold. This includes safely fixing the conditions that cause these problems. Tenants also play a role in preventing indoor allergens.

TENANTS SHOULD:



Keep homes clean and dry



Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)



Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags



Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes



Call **311** if landlords do not fix the problem or if repair work is being done unsafely

If you are a tenant and you or your child has asthma, and there are pests or mold in your home, your doctor can request a free home environmental inspection for you through the New York City Health Department's Online Registry. Talk to your doctor or call **311 to learn more.**

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, see the reverse side of this fact sheet.

For more information about safely controlling asthma, visit nyc.gov/health/asthma.

What Landlords Must Do to Keep Homes Free of Pests and Mold

New York City law requires that landlords of buildings with three or more apartments — or buildings of any size where a tenant has asthma — take steps to keep their tenants' homes free of pests and mold. This includes safely fixing the conditions that cause these problems.

LANDLORDS MUST:



Inspect every apartment and the building's common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or requests for an inspection.



Use integrated pest management (IPM) practices to safely control pests and fix building-related issues that lead to pest problems.

- Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
- Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
- Attach door sweeps to all doors that lead to hallways, basements or outside.
- Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
- Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation-licensed pest professional.



Remove indoor mold and safely fix the problems that cause mold.

- Remove any standing water, and fix leaks or moisture conditions.
- Move or cover furniture with plastic sheeting.
- Limit the spread of dust. Use methods such as sealing off openings (e.g., doorways, ventilation ducts) and gently misting the moldy area with soap or detergent and water before cleaning.
- Clean moldy area with soap or detergent and water. Dry the cleaned area completely.
- Clean any visible dust from the work area with wet mops or HEPA vacuums.
- Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
- To clean 10 or more square feet of mold in a building with 10 or more apartments, landlords **must** use a New York State Department of Labor-licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.



Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.



Provide a copy of this fact sheet and a notice with each tenant's lease that clearly states the landlord's and tenant's responsibilities to keep the building free of indoor allergens.

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, visit nyc.gov/hpd and search for **indoor allergen hazards**.

Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, "Fix Lead Paint". For additional information on lead poisoning, go to www.nyc/lead or call 311.

Fix Lead Paint Hazards:

What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
 - o Crumbling plaster or rotted wood.
 - o Doors and windows that stick or rub together.
 - o Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



Before repair work begins, landlords must make sure that trained workers:

Local Law 1 - NYC Lead Poisoning Prevention Law

Information for Tenants

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.



While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.



Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd.