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STATE OF NEW YORK

# RESIDENTIAL LEASE AGREEMENT

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Governed by the New York Real Property Law (RPL), General Obligations Law (GOL), Real Property Actions and Proceedings Law (RPAPL), and the Housing Stability and Tenant Protection Act of 2019 (HSTPA). Compliance verified through 2026.

<b>PREMISES ADDRESS</b>	_____ _____	<b>UNIT / APT #</b>	_____
<b>CITY</b>	_____ _____	<b>NY ZIP</b>	_____
<b>COMMENCEMENT DATE</b>	_____ _____	<b>EXPIRATION DATE</b>	_____ _____
<b>MONTHLY RENT (\$)</b>	_____ _____	<b>SECURITY DEPOSIT (\$)</b>	_____ _____
<b>LANDLORD FULL NAME / ENTITY</b>	_____ _____	<b>PHONE</b>	_____
<b>TENANT NO. 1 FULL NAME</b>	_____ _____	<b>TENANT NO. 2 FULL NAME</b>	_____ _____

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This Lease Agreement is legally binding upon execution by all parties. Both Landlord and Tenant are advised to read the entire Agreement and all Addenda before signing. This template has been audited and corrected for full compliance with New York law through 2026, including HSTPA 2019, NY RPL Article 6-A (Good Cause Eviction, 2024), NY RPL §231-A (Sprinkler, 2014), NY RPL §231-b (Flood Disclosure, 2023), and NY RPL §238-a(2-a) (Returned Check Fee, effective Oct. 16, 2025).

**THIS RESIDENTIAL LEASE AGREEMENT (this "Lease") is entered into as of the Commencement Date set forth on the cover page, by and between the Landlord and Tenant(s) identified in Article 1 (collectively, the "Parties"). The Parties agree as follows:**

## **ARTICLE 1. PARTIES**

**1.1 Landlord.** The Landlord under this Lease is:

Full Legal Name or Entity: \_\_\_\_\_

Managing Agent (if any): \_\_\_\_\_

Mailing Address for Notices: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**1.2 Tenant(s).** Each adult who will reside in the Premises must be listed below and must sign this Lease. Each Tenant is jointly and severally liable for all obligations hereunder, including payment of the full Monthly Rent (NY RPL §235-f):

Tenant No. 1 — Full Legal Name: \_\_\_\_\_

Tenant No. 2 — Full Legal Name (if applicable): \_\_\_\_\_

Tenant No. 3 — Full Legal Name (if applicable): \_\_\_\_\_

**1.3 Minor Occupants.** The following minor children (under 18) will reside in the Premises: \_\_\_\_\_ (or "None").

**1.4 Landlord Identity Disclosure.** Pursuant to NY RPL Article 7, Landlord discloses that the person authorized to manage the Premises and authorized to accept service of process on Landlord's behalf is the Landlord identified in §1.1, or such other person as Landlord designates in writing to Tenant.

*NY RPL §235-f (occupancy restrictions); NY RPL Art. 7 (landlord identity)*

## **ARTICLE 2. PREMISES**

**2.1 Demised Premises.** Landlord hereby leases to Tenant(s) the residential dwelling unit (the "Premises") located at:

Street Address: \_\_\_\_\_

Apartment / Unit No.: \_\_\_\_\_

City: \_\_\_\_\_

State NY ZIP: \_\_\_\_\_

**2.2 Appurtenant Spaces.** Check all that apply:

Parking Space No. \_\_\_\_\_ (described as: \_\_\_\_\_)

Storage Unit No. \_\_\_\_\_

Garage Space No. \_\_\_\_\_

Other: \_\_\_\_\_

**2.3 Certificate of Occupancy.** Landlord represents that the Premises has a valid Certificate of Occupancy for residential use. For buildings of fewer than three (3) units, Landlord shall provide written notice of the C.O. status prior to the Commencement Date (NY RPP §235-bb).

**2.4 Residential Use Only.** The Premises shall be used and occupied solely as a private residential dwelling for the named Tenant(s) and Minor Occupants. No trade, business, or commercial activity shall be conducted without Landlord's prior written consent.

**2.5 Condition at Commencement.** Landlord represents that the Premises is, to Landlord's actual knowledge, in habitable condition on the Commencement Date, all systems are in working order, and all material defects known to Landlord have been disclosed in writing prior to execution of this Lease.

*NY RPP §235-bb; NY RPL §235-b*

### **ARTICLE 3. LEASE TERM**

**3.1 Fixed Term.** This Lease commences on \_\_\_\_\_ ("Commencement Date") and expires on \_\_\_\_\_ ("Expiration Date"), unless sooner terminated in accordance with this Lease or applicable law.

**3.2 Non-Renewal Notice.** Either party wishing not to renew must deliver written notice of non-renewal as follows (HSTPA 2019 / NY RPL §226-c):

- At least **30 days** before expiration — tenancy under one (1) year;
- At least **60 days** before expiration — tenancy of one (1) to two (2) years;
- At least **90 days** before expiration — tenancy of two (2) or more years.

**3.3 Holding Over.** If Tenant remains in possession after the Expiration Date without Landlord's written consent, Tenant shall be a month-to-month tenant at use and occupancy of **150%** of the last Monthly Rent until vacatur or a new written agreement is executed. All other Lease terms remain in effect.

**3.4 Renewal Rent Disclosure.** If Landlord intends to renew at a different rent, Landlord shall disclose the new rent in the renewal offer delivered within the applicable notice period. Rent increases may be limited by Good Cause Eviction Law limitations (Article 16, §16.2).

*HSTPA 2019; NY RPL §226-c; RPAPL §711*

## ARTICLE 4. RENT

**4.1 Monthly Rent.** Tenant shall pay Landlord \$ \_\_\_\_\_ per month, due and payable **in advance on the first (1st) day of each calendar month**, without demand, deduction, or offset except as expressly permitted by law.

**4.2 Prorated First Month.** If the Commencement Date is not the first of the month, the prorated rent for the partial first month shall be \$ \_\_\_\_\_, due upon execution of this Lease.

**4.3 Payment Method.** Rent shall be paid by:

- Personal Check
- Certified / Bank Check
- Money Order
- Electronic Transfer / ACH / Zelle

Payable to (Name): \_\_\_\_\_

Mailing Address / Account Details: \_\_\_\_\_

**4.4 Grace Period.** Rent received after the **fifth (5th) calendar day** of the month is late. The grace period does not extend the legal due date and acceptance of late rent does not constitute a waiver of Landlord's rights.

**4.5 Late Fee.** If rent is not received by the fifth (5th) day of the month, a one-time late charge of \$ \_\_\_\_\_ shall be assessed, not to exceed the lesser of **\$50.00 or five percent (5%) of the Monthly Rent** (NY RPL §238-a(2)). No daily, compounding, or rolling charges shall apply. Any provision imposing a greater charge is void and unenforceable.

**4.6 Returned / Dishonored Payment Fee.** Pursuant to NY RPL §238-a(2-a), effective October 16, 2025, Landlord may charge a fee for each dishonored check or failed electronic payment not exceeding the **greater of: (i) the actual costs and fees incurred by Landlord as a result of the dishonored instrument; or (ii) the amount permitted under NY GOL §5-328**. If the fee charged exceeds the GOL §5-328 amount, Landlord shall provide evidence of actual costs upon Tenant's request. Such fee is only enforceable if expressly stated in this Lease. The agreed fee is: \$ \_\_\_\_\_ (or actual bank charges if greater). After one (1) dishonored payment, Landlord may require all future payments by certified check, money order, or bank check only.

**4.7 Cash Receipt.** Landlord shall provide Tenant a written receipt for any rent payment made in cash, stating the amount and the period for which it applies.

*NY RPL §238-a(2) — late fee cap; NY RPL §238-a(2-a) (eff. Oct. 16, 2025) — dishonored check fee based on actual costs*

## ARTICLE 5. SECURITY DEPOSIT

**5.1 Amount.** Tenant has deposited with Landlord \$ \_\_\_\_\_ as a security deposit, not exceeding one (1) month's rent (NY GOL §7-108(1-a)).

**5.2 Segregated Account — Bank Disclosure.** Landlord shall hold the Security Deposit in a separate account at a New York State bank, not commingled with Landlord's own funds. Within **thirty (30) days** of receipt, Landlord shall provide Tenant written disclosure of (NY GOL §7-103(2)):

- Name and address of the bank or institution holding the Security Deposit;
- Amount deposited; and
- Account number (optional).

Name of Bank / Institution: \_\_\_\_\_

Address of Bank / Institution: \_\_\_\_\_

Amount Deposited (\$): \_\_\_\_\_

**5.3 Interest.** If the building contains **six (6) or more dwelling units**, Landlord shall hold the Security Deposit in an interest-bearing account and shall pay Tenant the accrued annual interest, less one percent (1%) per annum as a reasonable administrative fee, at the end of each tenancy year

and upon return of the deposit (NY GOL §7-103(2-a)). For buildings with fewer than six units, the deposit need not be held in an interest-bearing account.

**5.4 Return and Itemized Statement.** Within **fourteen (14) calendar days** after Tenant vacates and surrenders all keys, Landlord shall either: (a) return the full Security Deposit; or (b) return any balance after lawful deductions with a written itemized statement specifying each deduction. Permissible deductions are limited to: (i) unpaid rent; (ii) physical damage beyond ordinary wear and tear; (iii) cleaning costs where the Premises is left in materially worse condition than at move-in; and (iv) other charges authorized by NY GOL §7-108.

**5.5 Forfeiture for Non-Compliance.** Landlord's failure to return the Security Deposit and provide the itemized statement within fourteen (14) days shall result in forfeiture of Landlord's right to retain any portion. Landlord may be liable for the full deposit as a statutory penalty plus court costs and attorneys' fees. Willful violations may result in punitive damages up to twice the deposit amount (NY GOL §7-108(1-a)(g)).

**5.6 Transfer on Sale.** Upon sale or transfer of the building, Landlord shall transfer the Security Deposit (with accrued interest, where applicable) to the new owner within five (5) days of closing and notify Tenant by certified mail.

*NY GOL §7-108(1-a) (HSTPA 2019) — cap, 14-day return, forfeiture; NY GOL §7-103(2) — 30-day bank disclosure; NY GOL §7-103(2-a) — interest (6+ unit buildings)*

## ARTICLE 6. UTILITIES AND SERVICES

**6.1 Allocation.** Responsibility for each utility is allocated below. Tenant shall establish accounts in Tenant's own name for all items allocated to Tenant, prior to the Commencement Date.

Utility / Service	Landlord	Tenant	N/A
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas / Heating Fuel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water and Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash and Recycling Collection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internet / Cable / Satellite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn Care and Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Control (routine preventative)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Common Area Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**6.2 Shared Utility Meter Disclosure.** If any utility meter serves the Premises and other units or common areas, Landlord shall disclose in writing, before signing, how charges are apportioned. Allocation method (if applicable): \_\_\_\_\_

## ARTICLE 7. CONDITION; MAINTENANCE; WARRANTY OF HABITABILITY

**7.1 Move-In Condition Checklist.** Tenant shall complete the Move-In Condition Checklist (Addendum A) within \_\_\_\_\_ days of taking possession and return it to Landlord for co-signature. The co-signed Checklist is incorporated herein and constitutes the agreed baseline condition for Security Deposit deduction purposes at move-out. Landlord's failure to co-sign and return within five (5) business days of receipt shall be deemed acceptance of Tenant's notations.

**7.2 Warranty of Habitability.** Landlord covenants that the Premises shall throughout the Lease Term be maintained in a habitable condition fit for human habitation (NY RPL §235-b). This warranty may not be waived. Tenant's remedies for breach include rent abatement, lease termination, and repair-and-deduct.

**7.3 Tenant's Maintenance Obligations.** Tenant shall: (a) maintain the Premises clean and sanitary; (b) use all fixtures and appliances properly; (c) promptly notify Landlord in writing of any condition needing repair; and (d) not cause waste, damage, or deterioration beyond ordinary wear and tear.

**7.4 Landlord's Repair Obligations.** Upon written notice of a condition materially affecting health, safety, or habitability, Landlord shall diligently undertake repairs within a reasonable time. Failure entitles Tenant to all remedies under NY RPL §235-b, including rent abatement.

**7.5 Stove Knob Covers (New York City only).** If a child under age six (6) resides or will reside in the Premises, Landlord shall upon written request provide and install stove knob covers at no cost to Tenant (NYC Housing Maintenance Code §27-2046.1).

*NY RPL §235-b (warranty of habitability); NYC HMC §27-2046.1*

## ARTICLE 8. LANDLORD'S RIGHT OF ENTRY

**8.1 Advance Notice.** Except in emergencies, Landlord shall provide Tenant reasonable advance written notice before entry. Twenty-four (24) hours is deemed reasonable by New York courts.

Entry shall be at reasonable times for lawful purposes including inspections, repairs, and showings.

**8.2 Emergency Entry.** Landlord may enter without prior notice in genuine emergencies posing imminent risk to persons or property. Landlord shall notify Tenant in writing as soon as practicable thereafter.

**8.3 Covenant of Quiet Enjoyment.** Landlord covenants that Tenant shall peaceably hold and enjoy the Premises without interference. Landlord shall not use entry rights to harass Tenant or conduct unreasonably frequent inspections.

*NY RPL §235 (covenant of quiet enjoyment)*

## **ARTICLE 9. ALTERATIONS AND IMPROVEMENTS**

**9.1 Prior Written Consent.** Tenant shall not make any alteration, improvement, addition, or installation without Landlord's prior written consent. All approved work shall be performed by licensed, insured contractors in compliance with all applicable codes and permit requirements.

**9.2 Restoration.** Landlord shall notify Tenant in writing no later than thirty (30) days before the Expiration Date whether any approved alteration must be removed and the Premises restored. Absent such notice, Tenant need not restore.

**9.3 Reasonable Modifications — Disability.** A Tenant with a disability may, upon written request, make reasonable modifications at Tenant's expense as necessary to afford full enjoyment of the Premises. Landlord shall respond within thirty (30) days (Fair Housing Act; NY Executive Law §170-d).

*42 U.S.C. §3604; NY Executive Law §170-d*

## **ARTICLE 10. ASSIGNMENT AND SUBLETTING**

**10.1 Consent Required.** Tenant shall not assign this Lease or sublet all or any part of the Premises without Landlord's prior written consent. Landlord shall not unreasonably withhold consent to a qualified proposed subtenant or assignee.

**10.2 Request Procedure.** Tenant shall submit a written request including the proposed subtenant's full name, address, employer, income, and references. Landlord shall respond within thirty (30) days. Failure to respond is deemed consent.

**10.3 Continuing Liability.** Consent to any assignment or subletting shall not release the original Tenant from liability unless Landlord expressly agrees in writing.

**10.4 Unauthorized Transfer Void.** Any assignment or subletting without written consent is void and constitutes a material breach subject to cure notice under Article 13.

*NY RPL §226-b (right to sublet)*

## ARTICLE 11. PETS

**11.1 Pet Policy.** (Check one and complete as applicable):

- No pets or animals of any kind are permitted on the Premises.
- Pet(s) are permitted subject to the terms below:

Approved pet(s) — Type / Breed / Weight / Number: \_\_\_\_\_

One-time Pet Deposit (\$): \_\_\_\_\_

Monthly Pet Rent (\$/month): \_\_\_\_\_

**11.2 Assistance Animals.** Service animals and emotional support animals are not "pets" under the Fair Housing Act and applicable NY law. They are not subject to pet deposits, pet rent, breed restrictions, or size limits. Tenant shall submit a written accommodation request; Landlord shall engage in a timely interactive process and respond within thirty (30) days.

## ARTICLE 12. PROHIBITED CONDUCT

**12.1 Restrictions.** Tenant, household members, and guests shall not engage in:

- Any illegal activity on or about the Premises or building;
- Conduct constituting a nuisance or materially interfering with the quiet enjoyment of other occupants or neighboring properties;
- Smoking of tobacco, cannabis, or any substance inside the Premises or common areas, unless expressly permitted by signed written addendum;
- Permitting unauthorized occupants to reside in the Premises for more than \_\_\_\_\_ consecutive days or \_\_\_\_\_ aggregate days in any twelve-month period without Landlord's prior written approval;
- Commercial, business, or non-residential use without Landlord's prior written consent;
- Storage of gasoline, flammable liquids, explosives, or hazardous materials.

**ARTICLE 13. DEFAULT AND REMEDIES****13.1 Events of Default.** Tenant shall be in default upon:

- Failure to pay rent not cured within five (5) calendar days following the due date, after which Landlord may serve a written 14-Day Notice to Pay Rent or Quit (RPAPL §711(2));
- Material breach of any non-monetary covenant not cured within \_\_\_\_\_ days (not less than 14) after written notice from Landlord specifying the breach;
- Abandonment of the Premises prior to the Expiration Date; or
- Criminal activity, or permitting criminal activity, on or about the Premises.

**NOTICE: SELF-HELP EVICTION IS EXPRESSLY PROHIBITED IN NEW YORK STATE**

**Landlord shall not, under any circumstances:** change or add locks; remove doors, windows, or fixtures; shut off utilities; remove Tenant's personal property; or take any other self-help action to compel Tenant to vacate — without first obtaining a court judgment and a Warrant of Eviction executed by an authorized Marshal, Sheriff, or court officer.

Violation entitles Tenant to **treble (triple) damages** under RPAPL §853. All evictions must proceed through Housing Court under RPAPL §711 et seq. Illegal lockouts may also result in criminal penalties under RPAPL §768.

**13.2 Landlord's Remedies.** Upon an uncured default, Landlord's remedies are those provided by RPAPL §711 et seq., including a summary proceeding in Housing Court and recovery of unpaid rent and damages.

**13.3 Landlord's Duty to Mitigate Damages.** If Tenant vacates the Premises prior to the Expiration Date in breach of this Lease, Landlord shall, in good faith and according to Landlord's resources and abilities, take reasonable and customary actions to re-rent the Premises at fair market value or the existing rent, whichever is lower. Tenant shall remain liable for rent only during the period the Premises remains vacant and un-re-let through Landlord's reasonable efforts. Any provision of this Lease purporting to waive Landlord's duty to mitigate is void as contrary to public policy (NY RPL §227-e).

**13.4 Indemnification.** Subject to Landlord's duty to mitigate under §13.3, Tenant shall indemnify, defend, and hold harmless Landlord from and against claims arising from: (a) Tenant's negligent or wrongful act or omission; (b) Tenant's use or occupancy of the Premises; or (c) Tenant's material breach of this Lease; except to the extent caused by Landlord's negligence or willful misconduct.

**13.5 Attorneys' Fees.** If any provision of this Lease entitles Landlord to recover attorneys' fees in any action or proceeding arising out of this Lease, Tenant shall have a reciprocal right to recover attorneys' fees if Tenant prevails, pursuant to NY RPL §234. This reciprocal right applies regardless of which party initiates the action.

*RPAPL §711 et seq.; RPAPL §853 (treble damages); RPAPL §768; NY RPL §227-e (duty to mitigate); NY RPL §234 (reciprocal attorneys fees)*

## **ARTICLE 14. STATUTORY EARLY TERMINATION RIGHTS**

**The following early termination rights apply by operation of New York law and are incorporated herein regardless of any other provision of this Lease. No waiver of these rights by Tenant shall be enforceable.**

**14.1 Military Duty (Servicemembers Civil Relief Act).** If Tenant is or becomes an active-duty member of the U.S. Armed Forces and receives: (a) deployment orders for 90 or more days; or (b) a Permanent Change of Station (PCS) order; Tenant may terminate this Lease upon **thirty (30) days' written notice** with a copy of the official military orders. The Security Deposit shall be returned in full for a unit surrendered in good condition, ordinary wear and tear excepted (50 U.S.C. §3955).

**14.2 Domestic Violence (NY RPL §227-c).** If Tenant or a member of Tenant's household is a victim of domestic violence as defined by NY Social Services Law §459-a, and Tenant reasonably fears remaining in the Premises, Tenant may terminate this Lease by: (a) delivering written notice to Landlord specifying a termination date no earlier than thirty (30) days after the notice is delivered; and (b) within twenty-five (25) days of such notice, providing qualifying documentation, which may include: a court order of protection; a law enforcement record or report; a medical record related to domestic violence; or a written verification from a qualified third party (e.g., attorney, physician, social worker, clergy, or domestic violence service provider). Tenant shall pay rent pro-rata through the termination date. Landlord shall not disclose Tenant's whereabouts or use of this provision to any third party.

**14.3 Senior Citizens and Individuals with Disabilities (NY RPL §227-a).** If Tenant, Tenant's spouse, or a dependent residing with Tenant is age sixty-two (62) or older, or is an individual with a disability as defined by NY Executive Law §292(21), and can no longer live independently due to medical reasons, Tenant may terminate this Lease upon written notice with documentation of admission or pending admission to: (a) an adult care facility; (b) a residential health care facility; (c) subsidized low-income housing; (d) senior citizen housing; or (e) a residence of a family member. The notice shall specify a termination date no earlier than thirty (30) days after the next rental payment due date following notice delivery.

*50 U.S.C. §3955 (SCRA); NY RPL §227-c (domestic violence); NY RPL §227-a (senior/disability)*

**ARTICLE 15. SUBORDINATION; NON-DISTURBANCE; ATTORNMENT**

**15.1 Subordination.** This Lease is and shall be subject and subordinate to all present and future mortgages, ground leases, deeds of trust, and other encumbrances affecting the building or land, and all renewals and extensions thereof (collectively, 'Superior Interests').

**15.2 Non-Disturbance.** Tenant's right of possession shall not be disturbed so long as Tenant is not in default, even if any Superior Interest holder succeeds to Landlord's interest in the Premises.

**15.3 Attornment.** If any Superior Interest holder or purchaser at foreclosure succeeds to Landlord's interest, Tenant shall attorn to such successor-landlord and recognize such successor as Landlord under this Lease.

**ARTICLE 16. REQUIRED DISCLOSURES**

**16.1 Sprinkler System Notice** (NY RPL §231-A — required in bold type for all NY residential leases since December 3, 2014):

**SPRINKLER SYSTEM DISCLOSURE — REQUIRED BY LAW (NY RPL §231-A)**

CHECK ONE:

The leased unit IS equipped with an operative automatic sprinkler system. Date of last maintenance and inspection: \_\_\_\_\_

The leased unit IS NOT equipped with an operative automatic sprinkler system.

A 'sprinkler system' means a system of piping and appurtenances designed and installed so that heat from a fire automatically causes water to be discharged to extinguish or contain the fire (NY Executive Law §155-a(5)).

*NY RPL §231-A (eff. Dec. 3, 2014) — bold-face required in all NY residential leases*

**16.2 Good Cause Eviction Law Disclosure** (NY RPL §231-C — required for all NY leases effective April 20, 2024):

**GOOD CAUSE EVICTION NOTICE — NY REAL PROPERTY LAW ARTICLE 6-A**

**CHECK ONE:**

This tenancy IS COVERED by the Good Cause Eviction Law (NY RPL Article 6-A). Landlord may not evict Tenant or refuse to renew this Lease without 'good cause' as defined in NY RPL §216, including: non-payment of rent; material lease violation (not cured after notice); nuisance; illegal use; Landlord's bona fide personal use; or demolition. A rent increase exceeding the lower of: (a) 10%; or (b) the regional CPI plus 5%, is presumptively unreasonable. Landlord must cite the statutory ground for any non-renewal.

This tenancy IS NOT COVERED by the Good Cause Eviction Law. Applicable exemption(s):

Unit was built after 2009

Owner-occupied building with 10 or fewer total units in NY State

Unit is rent-stabilized or rent-controlled

Unit is owned by a cooperative or condominium

Rent exceeds 345% of applicable HUD Area Fair Market Rent

Other exemption: \_\_\_\_\_

*NY RPL §231-C | NY RPL Article 6-A (eff. April 20, 2024)*

**16.3 Flood History and Risk Notice** (NY RPL §231-b — required for ALL NY residential leases since June 21, 2023):

**FLOOD HISTORY AND RISK DISCLOSURE — REQUIRED BY LAW (NY RPL §231-b)**

Pursuant to NY RPL §231-b, Landlord provides notice of previous flood history and current flood risk of the Leased Premises (entire building, or if part of a multi-building development, the entire development). CHECK ALL THAT APPLY:

Any or all of the Leased Premises IS located wholly or partially in a Federal Emergency Management Agency ('FEMA') designated floodplain.

Any or all of the Leased Premises IS located wholly or partially in the Special Flood Hazard Area ('SFHA', '100-year floodplain') according to FEMA's current Flood Insurance Rate Maps.

Any or all of the Leased Premises IS located wholly or partially in a Moderate Risk Flood Hazard Area ('500-year floodplain') according to FEMA's current Flood Insurance Rate Maps.

The Leased Premises has experienced flood damage due to a natural flood event (heavy rainfall, coastal storm surge, tidal inundation, or river overflow) that Landlord knows or reasonably should know has occurred. Description: \_\_\_\_\_

NONE of the above conditions apply to any portion of the Leased Premises.

NOTICE TO TENANT: Flood insurance is generally available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. Contact FEMA for rates. A standard renter's insurance policy does NOT typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered. (Verbatim notice required by NY RPL §231-b.)

*NY RPL §231-b (eff. June 21, 2023) — FEMA flood zone status at [msc.fema.gov](https://www.fema.gov); HCR Model Rider (Aug. 2023)*

#### **16.4 Lead-Based Paint Disclosure** (buildings constructed before 1978):

- Building constructed BEFORE 1978. Landlord has provided: (1) the EPA Lead-Based Paint Disclosure form; and (2) the
- Building constructed in 1978 or later. Federal lead paint disclosure is not applicable.

Known lead paint hazards (or "None Known"): \_\_\_\_\_

*42 U.S.C. §4852d; Residential Lead-Based Paint Hazard Reduction Act; NYC Local Law 1 of 2004*

**16.5 Mold and Moisture Disclosure.** Known mold or excessive moisture conditions: \_\_\_\_\_ (or "None Known"). Tenant shall promptly report in writing any moisture infiltration, water damage, or suspected mold to Landlord.

**16.6 Bedbug Infestation History** (NYC only — NYC Admin Code §27-2018.1). Bedbug history for this unit and building in the preceding 12 months: \_\_\_\_\_ (or "No Known History"). Required at each signing and renewal.

**16.7 Window Guard Notice** (NY Public Health Law §1399-x). Tenant has the right to request window guards on all windows if a child 10 years of age or younger resides or will reside in the

Premises. Landlord shall install upon written request, at Landlord's expense.

**16.8 Smoke and Carbon Monoxide Detectors.** Landlord represents that the Premises is equipped with functioning smoke detectors and, where required, carbon monoxide detectors (NY Executive Law §378). Tenant shall test upon move-in, notify Landlord of any malfunction, and shall not remove or disable any detector.

**16.9 Sex Offender Registry.** Information concerning registered sex offenders is available at: [www.criminaljustice.ny.gov/nsor/](http://www.criminaljustice.ny.gov/nsor/)

**16.10 Reasonable Accommodations — Disability.** Landlord shall provide reasonable accommodations in rules, policies, and practices when necessary to afford a Tenant with a disability equal opportunity to use and enjoy the Premises. Landlord shall respond to written requests within thirty (30) days.

*NY RPL §231-A; NY RPL §231-b; NYC Admin Code §27-2018.1; NY Public Health Law §1399-x; NY Executive Law §170-d; 42 U.S.C. §3604*

## **ARTICLE 17. ADDITIONAL TENANT RIGHTS AND LANDLORD OBLIGATIONS**

**17.1 Anti-Retaliation.** Landlord shall not, and it is unlawful for Landlord to, increase rent, decrease services, commence eviction proceedings, threaten Tenant, or take any other retaliatory action because Tenant has: (a) complained to a government agency about a housing condition; (b) taken action to enforce Tenant's legal rights; (c) participated in a tenant organization; or (d) exercised any other legal right as a tenant. Retaliatory conduct by Landlord is presumed if such action occurs within six (6) months of protected activity by Tenant (NY RPL §223-b).

**17.2 Tenant Organizing Rights.** Tenant shall have the right to form, join, and participate in any group organized to protect the rights and interests of residential tenants. Landlord shall not interfere with the rights of Tenants to organize, to meet in the building's common areas at reasonable times and upon reasonable notice (if required), or to post notices of tenant meetings in the building. Landlord shall not harass, evict, or retaliate against any Tenant for organizing activities (NY RPL §230).

**17.3 Domestic Violence Non-Discrimination.** Landlord shall not discriminate against Tenant on the basis of Tenant's status as a victim of domestic violence, or on the basis of any action Tenant takes to terminate the Lease under NY RPL §227-c. Landlord shall not disclose any information about Tenant's domestic violence status to any third party without Tenant's written consent (NY RPL §227-d).

**17.4 Prior Housing Dispute Non-Discrimination.** Landlord has not denied Tenant's application to rent the Premises on account of Tenant's involvement in prior disputes with a landlord, including

prior Housing Court proceedings. Such denial or adverse action based on prior housing disputes is prohibited (NY RPL §227-f).

**17.5 Lease Copy Obligation.** Landlord shall deliver to Tenant a fully executed counterpart of this Lease within thirty (30) days of execution.

*NY RPL §223-b (anti-retaliation); NY RPL §230 (tenant organizing); NY RPL §227-d (DV non-discrimination); NY RPL §227-f (prior disputes)*

## **ARTICLE 18. GENERAL PROVISIONS**

**18.1 Notices.** All notices shall be in writing and deemed duly delivered upon: (a) personal delivery; (b) certified mail, return receipt requested; (c) nationally recognized overnight courier with confirmation; or (d) confirmed email with read receipt — to the addresses in §1.1 (Landlord) and §1.2 (Tenant), or such other address as a party designates in writing.

**18.2 Governing Law and Venue.** This Lease is governed by New York law. Any action shall be brought exclusively in the courts of the county in which the Premises is located.

**18.3 Severability.** If any provision is held invalid or unenforceable, it shall be modified to the minimum extent to make it enforceable, and all remaining provisions shall remain in full force.

**18.4 Entire Agreement.** This Lease and all signed Addenda constitute the entire agreement and supersede all prior negotiations and representations. Modifications require a signed written addendum executed by both Parties.

**18.5 Waiver.** No failure or delay in exercising any right shall operate as a waiver, nor shall any single exercise preclude any further exercise of such right.

**18.6 Rent Stabilization.** If the Premises is subject to rent stabilization or rent control, all applicable DHCR riders and disclosures are attached and incorporated herein. Rent shall be adjusted per applicable Rent Guidelines Board orders.

**18.7 Counterparts; Electronic Signatures.** This Lease may be executed in counterparts, each constituting an original, and all together constituting one instrument. Electronic signatures have the same legal effect as original signatures (NY State Technology Law §304 — ESRA).

**18.8 Addenda.** The following Addenda are attached, incorporated herein, and form part of this Lease:

- Addendum A — Move-In / Move-Out Condition Checklist
- Addendum B — Appliance and Fixture Inventory

- Addendum C — Pet Agreement (if applicable)
- Addendum D — Rules and Regulations of Building (if applicable)
- Addendum E — Lead-Based Paint Disclosure Form (pre-1978 buildings)
- Addendum F — Flood History and Risk Rider (NY RPL §231-b)
- Addendum G — Rent Stabilization Rider (if applicable)
- Addendum H — \_\_\_\_\_ (Other)

**ARTICLE 19. EXECUTION**

**IN WITNESS WHEREOF, the Landlord and Tenant(s) have executed this Residential Lease Agreement as of the Commencement Date first set forth on the cover page.**

**LANDLORD**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title / Capacity (if signing on behalf of  
entity): \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT No. 1**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT No. 2 (if applicable)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT No. 3 (if applicable)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY PUBLIC (optional — not required for validity under New York law)**

State of New York, County of \_\_\_\_\_

On \_\_\_\_\_ before me personally appeared

\_\_\_\_\_, known to me or proved on satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity.

Notary Signature: \_\_\_\_\_ Commission Expires:

\_\_\_\_\_

This template reflects New York law as audited and corrected through 2026. It is provided for transactional reference and does not constitute legal advice. Local laws in New York City, Albany, Ithaca, Rochester, and other municipalities may impose additional requirements. Both parties are strongly advised to have this Agreement reviewed by a licensed New York real property attorney before execution.

**ADDENDUM A****MOVE-IN / MOVE-OUT CONDITION CHECKLIST**

Complete at move-in within the time agreed in §7.1 and again at move-out. Both Parties must co-sign each column.  
 Condition Codes: E = Excellent | G = Good | F = Fair | P = Poor | N/A = Not Applicable. Note ALL pre-existing damage  
 — this is Tenant's primary protection against improper Security Deposit deductions.

Premises Address and Unit: \_\_\_\_\_

Landlord Full Name: \_\_\_\_\_

Tenant Name(s): \_\_\_\_\_

Move-In Date: \_\_\_\_\_

Move-Out Date: \_\_\_\_\_

Area / Item	Move-In	Damage / Notes Move-In	Move-Out	Damage / Notes Move-Out
Entry Hall — Walls / Ceiling / Floor				
Living Room — Walls / Ceiling				
Living Room — Floor / Carpet				
Dining Room — Walls / Ceiling / Floor				
Bedroom 1 — Walls / Ceiling				
Bedroom 1 — Floor / Carpet				
Bedroom 2 — Walls / Ceiling (if any)				
Bedroom 2 — Floor (if any)				
Bedroom 3 — Walls / Ceiling (if any)				
Bedroom 3 — Floor (if any)				
Kitchen — Walls / Ceiling				
Kitchen — Floor / Tile				
Bathroom 1 — Walls / Ceiling				
Bathroom 1 — Floor / Tile				
Bathroom 2 — Walls / Ceiling (if any)				

Bathroom 2 — Floor (if any)				
Entry Door, Frame, and Deadbolt				
Interior Doors and Hardware				
Closet Doors and Tracks				
Windows and Screens				
Window Guards (if installed)				
Light Fixtures — All Rooms				
Ceiling Fans (if any)				
Electrical Outlets and Switches				
Kitchen — Countertops				
Kitchen — Cabinets and Drawers				
Kitchen — Sink and Faucet				
Kitchen — Garbage Disposal				
Kitchen — Stove / Range				
Kitchen — Oven				
Kitchen — Refrigerator				
Kitchen — Dishwasher				
Kitchen — Microwave				
Bathroom — Toilet(s)				
Bathroom — Sink(s) and Faucet(s)				
Bathroom — Tub and Shower				
Bathroom — Tiles / Grout / Caulk				
Bathroom — Exhaust Fan(s)				
Bathroom — Mirror / Medicine Cabinet				
HVAC / Heating System				
Air Conditioner (if provided)				
Washer / Dryer (if included)				
Water Heater				
Smoke Detector(s)				

Carbon Monoxide Detector(s)				
Sprinkler System (if present)				
Fire Extinguisher (if provided)				
Parking / Garage Space				
Storage Area				
Mailbox / Intercom				
Exterior / Common Entry				
Balcony / Terrace (if any)				

**Additional Notes and Pre-existing Conditions:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landlord Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant No. 1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant No. 2 Signature (if applicable):  
\_\_\_\_\_ Date: \_\_\_\_\_

**ADDENDUM B**

**APPLIANCE AND FIXTURE INVENTORY**

List every appliance and fixture included with the Premises. Both Parties must co-sign to confirm accuracy. Condition Codes: E = Excellent | G = Good | F = Fair | P = Poor

Premises Address and Unit: \_\_\_\_\_

Date of Inventory: \_\_\_\_\_

Appliance / Fixture	Make / Model	Serial No.	Included?	Move-In Cond.	Move-Out Cond.
Refrigerator			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Stove / Range			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Oven (if separate)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Dishwasher			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Microwave Oven			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Garbage Disposal			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Washer			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Dryer			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Window Air Conditioner(s)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Central Air / HVAC Unit			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Water Heater			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Ceiling Fan(s)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Light Fixtures (built-in)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Window Blinds / Shades			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Smoke Detector(s)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
CO Detector(s)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Fire Extinguisher			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Intercom / Video Buzzer			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Garage Door Opener			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other: _____ _____			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other: _____ _____			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Landlord Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant No. 1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant No. 2 Signature (if applicable):  
\_\_\_\_\_ Date: \_\_\_\_\_