

SALES APPLICATION
DELANO TENANTS CORP.
99-15 66th Avenue
Rego Park, NY 11374

Contact Information:

Ms. Susan Rubin
Transfer Agent
Kaled Management Corp.
7001 Brush Hollow Road Ste: 200
Westbury, NY 11590

(516) 876-4800 x313
Susan @Kaled.com
Fax 516-780-8313

Bldg. # 324

6/2024

DELANO TENANTS CORP.
99-15 66TH AVENUE
REGO PARK, NY 11374

Kaled Management Corp.
7001 Brush Hollow Road
Westbury, NY 11590
(516) 876-4800 x 313
Fax (516) 780-8331

SALES REQUIREMENTS – DELANO TENANTS CORP.

Dear Shareholder,

The following documents must be submitted for consideration by the Board:

1. Purchase Application and Assets and Liabilities statement.
2. Copy of signed Contract of Sale.
3. Reference letter from Previous Landlord.
4. Two (2) letters of reference and One (1) business reference.
5. Copy W-2 forms for prior two (2) years, along with IRS form 1040 tax filing.
6. Letter from employer indicating length of employment/salary, position and likelihood of continued employment and (2) current paystubs.
7. A signed Window Guard Rider must be submitted when children ten (10) years of age or younger reside in the apartment.
8. If financing, a copy of signed Mortgage Commitment and application. Aztech form of Recognition Agreement if sale is being financed.
9. Two months Bank statements.
10. Credit/Criminal Authorization completed and signed.
11. Lead paint acknowledgement, SIGNED AND INITIALED by both parties. **Application will be returned if this is not completed correctly.**
12. Carbon Monoxide affidavit signed and notarized
13. Sprinkler disclosure
14. Coop Abatement survey Purchaser must sign
- 15.

* All prospective Purchasers are subject to Board interview and approval. The Board will contact the prospective purchasers for interview upon receipt of an acceptable credit check and complete application.

All persons who will be residing in the premise must attend the interview.

* Additional information may be required

Purchaser must provide evidence of Home Owners Insurance at closing

REQUIRED FEES: (All fees must be made by Certified Check or Money Order)

- * Enclose a check in the amount of **\$600.00 payable to Kaled Management Corp.** for administration fee. (Purchaser)
- * Credit Check Fee **\$150.00 per applicant payable to Kaled Management Corp.** (Purchaser)
- * Move-in/ fee in the amount of **\$300.00 payable to Delano Tenants Corp.** This fee is refundable if there are no damages during the move in/out and no rules are broken. (Purchaser)
- * Recognition Agreement fee **\$200.00 payable to Kaled Management Corp.** (This fee only applies if you are getting a mortgage) (Purchaser)

Fees to be paid at closing

- * Tax transfer stamps, calculated at **\$.05 per share. Due at closing payable to Kaled Management Corp.** (Seller)
- * Transfer fee. **\$650.00** made payable to Kaled Management Corp. (Seller)
- * Move-out fee in the amount of **\$300.00 payable to Delano Tenants Corp.** This fee is refundable if there are no damages during the move in/out and no rules are broken. (Seller)
- * **\$75.00** for closing attendance fee payable to Susan Rubin (**purchaser**)
- * **\$75.00** for closing attendance fee payable to Susan Rubin (**seller**)

- * Submit completed packages to: Ms. Susan Rubin/Kaled Management, 7001 Brush Hollow Rd. Westbury, N.Y. 11590. Any packages not submitted in their entirety will be returned. Submit One (1) **COLLATED COPY AND ONE (1) ORIGINAL** Totaling Two (2) sets.
- * Please allow approximately three (3) weeks for the processing of the application and Board interview.

- * **Please remove your social security number from all documents except credit check authorization. Only add credit authorization to the original application.**

If instructions are not followed packages will be returned to buyer or broker.

While the Board of Directors will attempt to promptly review all applications, the Corporation, the Board of Directors, and its Agents assume no responsibility for expenses or liabilities resulting from any delays in its review.

- * **The board of directors may require additional information.**
- * **If directions are not followed application will be returned**

PURCHASE APPLICATION

Application is herewith submitted for the purchase of _____ shares of common stock of Delano Tenants Corp., and for the right of residency in apartment # _____.

Seller's Name(s): _____

Telephone Numbers -Cell : (____) _____ **Work:** (____) _____

Seller's Attorney: _____

Name of Firm/Address: _____

Telephone/Fax Number: (____) _____ (____) _____

Email: _____

Purchaser's Name: _____

Social Security Number (Last 4 Digits): _____

Address: _____

Telephone Numbers – Cell : (____) _____ **Work:** (____) _____

Email: _____

Employer's Name: _____

Address: _____

Occupation: _____

Length of Employment: _____

Co-Applicant (if applicable): _____

Social Security Number (Last 4 Digits): _____

Co-Applicant Social Security Number (Last 4 Digits): _____

Address: _____

Telephone Numbers - Cell: (____) _____ **Work:** (____) _____

Email: _____

Employer's Name: _____

Address: _____

Occupation: _____

Length of Employment: _____

Present Amount of Monthly Rent: _____ Mortgage: _____

Name of Landlord and Telephone #: _____ () _____

Length of Residency: _____

Reason for Leaving: _____

Purchaser's Attorney: _____

Name of Firm/Address: _____

Telephone/Fax Number: _____ () _____ / () _____

Email: _____

Broker Involved: _____

Cell Number: _____ Email: _____

List all names of all people that will be occupying apartment:

Name:	Relationship:	Occupation:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I declare that I have examined this application and to the best of my knowledge, it is true, correct and complete. I acknowledge receipt, read and agree to adhere to the House Rules of **Delano Tenants Corp.** I have read them and adhere to the same.

Signature of Applicant: _____ Date: _____

Signature of Co-Applicant: _____ Date: _____

REFERENCES

Landlord
Name _____ Address _____

FINANCIAL

BANK _____ Address _____

BANK _____ Address _____

BUSINESS
NAME _____ Company _____

Address _____

PERSONAL

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Names of Residents in building known to applicant _____

Information regarding pets to be maintained in the apartment (specify, size, and type)

In signing this application, I(we) certify that all the foregoing information is complete and accurate statement of the facts.

Applicants Signature _____ Date _____

Applicants Signature _____ Date _____

YEARLY INCOME AND EXPENSE STATEMENT

Applicant's Name _____

INCOME		EXPENSES	
Salary (or earned income)	\$	Mortgage Payments	\$
Bonus and Commissions		Real Estate Taxes	
Real Estate Income (Net)		Rent/Co-op/Condo Maintenance	
Share of partnership income (loss)		Loan or Note Payments	
Business Income (Net) Sole Proprietorship		Auto Loan/Lease Payments	
Dividends		Insurance Premiums	
Interest		Tuition Expenses	
Pension (IRA, Keogh)		Charitable Contributions	
Social Security		Medical (unreimbursed)	
Investments (describe)		Alimony, Child Support, maint.	
		Living Expenses (food, clothing, utilities, etc.)	
Other Income (itemize)		Credit Card Payments	
		Investment Expenses	
		Pension (IRA, Keogh)	
		Other Expenses (itemize)	
TOTAL INCOME	\$	TOTAL EXPENSES	\$

List any unsatisfied judgments or legal actions pending against you and the amounts involved _____

Have you ever gone through bankruptcy or other insolvency proceedings? _____

Date _____

Signature of Applicant

Signature of Applicant

ASSETS AND LIABILITIES STATEMENT

Applicant's Name _____

Please Note: Supporting documentation for all assets and liabilities is to be attached to this statement. Please use the word "none" where no amount is to be entered.

ASSETS		LIABILITIES	
Cash in bank (attach bank statements)		Notes Payable	
Down payment on contract (if paid)		Mortgages payable	
Securities (Stocks & Bonds - attach statements & schedule F)		Unpaid Real Estate Taxes	
Cash value of life insurance, less any loans		Unpaid Income Taxes	
Investment in own business		Accounts Payable	
Real Estate Owned		Outstanding Credit Card Balances	
Vested Interest in Retirement Fund (include IRAs and 401Ks)		Other Liabilities (itemize)	
Automobile (make and year)			
Loans and Notes Receivable			
Personal Property and Furniture			
Other Assets (itemize)			
TOTAL ASSETS		TOTAL LIABILITIES	
		NET WORTH (excess of assets over liabilities)	
Contingent Liabilities (personal guarantees or potential liabilities)			

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that same is a full and correct exhibit of my/our financial condition.

Date _____

Signature of Applicant

Signature of Applicant

SCHEDULE A - REAL ESTATE OWNED

Location and Type of Property	Title In the Name of	Date Acquired	Cost	Recent Appraised Value	Mortgage Balance	Maturity Date	Monthly Payment

SCHEDULE B - NOTES PAYABLE

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

SCHEDULE C - ACCOUNTS PAYABLE (include credit card balances here)

Amount	Due to	In Name Of	Maturity Date	Monthly Payment

SCHEDULE D - LOANS

Amount	Type	Due to	Obligor	Final Maturity/or repayment	Collateral

*including Letters of Credit and Surety Bonds

SCHEDULE E - SCHEDULE OF CASH IN BANKS - INCLUDE CD'S AND MONEY MARKET ACCTS

Name of Bank	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Assets		\$

SCHEDULE F - SECURITIES (STOCKS AND BONDS)

Name of Institution	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Assets		\$

SCHEDULE G - RETIREMENT FUNDS - IRAs AND 401Ks

Name of Institution	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Securities		\$

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Are there any principal payments, interest or taxes in arrears? _____

Are there any any unrecorded assignments? _____

SCHEDULE H - LIFE INSURANCE

Face Amount	Policy A	Policy B	Policy C		

Company Name

Beneficiary

Type of Policy

Cash Value

Loans against Policy

The undersigned has filled out all the information sheets and understand that this information is essential in considering the application and that Kaled Management Corp. is authorized to verify any and all references and information submitted by the applicant.

Signature of Applicant

Broker:

Signature of Applicant

CREDIT CHECK AUTHORIZATION

NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY NUMBER: _____

HOME ADDRESS:
(LAST SEVEN YEARS): _____

In connection with my transfer/ purchase/sublet/refinance of property. I authorize the procurement of a credit report on myself. I further authorize all credit agencies, banks, lending institutions and persons to release information they may have about me and release them from any liability and responsibility doing so. This authorization, in original or copy form, shall be valid for this and any future reports that may be requested, Further information may be available upon written request within a reasonable period of time.

Signature

Dated

Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

In order to comply with the provision of Section 6.06 (A) of the Federal Fair Credit Reporting Act, I hereby authorize any individual, company or institution to release to Kaled Management Corp. and/or its representative any and all information that they have concerning any Criminal/Litigation activity.

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage whatsoever incurred in furnishing such information.

Print Name: _____

Date of Birth: _____

Signature: _____

Social Security #: _____

Print Name: _____

Date of Birth: _____

Signature: _____

Social Security #: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Applicants' Release

Re: Building Address: _____

Apartment # _____

The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and to process this application.

Applicant acknowledges that the application to purchase/sublet the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicants.

The applicant(s) releases both the cooperative corporation and Kaled Management Corp. the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicants shall be liable for all cost and expenses (including attorney's fees) incurred by the cooperative, transfer agent and/or managing agent.

Applicant _____

Applicant _____

Date: _____

WINDOW GUARDS REQUIRED

NOTICE TO OWNER

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

Your landlord is required by law to install window guards in your apartment:

- If you **ask** him to put in window guards at any time (you need not give reason)
- If a child 10 years of age or younger lives in your apartment

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

SHAREHOLDER (PRINT)

SHAREHOLDER(SIGNATURE)

SHAREHOLDER (PRINT)

SHAREHOLDER(SIGNATURE)

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program
New York City Department Of Health
125 Worth Street, Room 222A
New York, N.Y. 10013
(212) 566-8082

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller'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) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) Seller has provided the purchaser with all available records and reports pertaining to leadbased paint and/or lead-based paint hazards in the housing (list documents below).

 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) _____ Agent has informed the seller of the seller'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.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Purchaser:

The New York City Department of Finance requires that management companies provide information of all eligible cooperative Shareholders and condominium Unit Owners in order to receive the NYC real estate tax abatement credits.

Please fill out the attached survey form as best as you can in its entirety by referring to your proprietary lease for your survey answers. This information will only be used to update your records in our system as well as to report to the NYC Department of Finance regarding the residency status of all our shareholders in order for the city to determine eligibility for the co-op tax abatement.

Please note, it is important to complete the survey in it's entirety for us to be able to update your information with

NYC Department of Finance.

Please feel free to reach out to us at 516-876-4800 or email us at coopabatement@kaled.com should you require any assistance.

**** Please Return in Enclosed Envelope or Email To: coopabatement@kaled.com ****

COOP ABATEMENT RESIDENT VERIFICATION SURVEY

1. Name of all shareholders listed on the proprietary lease (separate with commas if multiple)

2. Do you own more than 3 units within the same property? Yes / No

Full address with unit number(s) _____

3. Is your Unit or at least one of your units your primary residence? Yes / No

4. Is your unit sponsor owned? Yes / No

5. Is your unit owed by a trust? Yes / No

If your unit is owned by a trust, are you the trustee or beneficiary living there with unit being your primary residence? Yes / No

6. Please list the social security number or the tax ID number of all shareholders on the proprietary lease:

7. Have there been any circumstances or changes in residency since January 1, 2018 that may require updated information to be submitted to the city? Yes / No

Please state the reason for this change: _____

****Please send proof of primary residency together with this survey ** (example: copy of State ID)**

Signature: _____ Date: _____

Email Address: _____

THE DELANO

HOUSE RULES

- (1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building and the fire towers shall not be obstructed in any way.
- (2) No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
- (3) Children shall not play in the public halls, courts, stairways or fire escapes and no one shall be permitted on the roof unless accompanied by a representative of the Lessor.
- (4) No public hall of the building shall be decorated or furnished by any lessee in any manner without the prior consent of all of the lessees to whose apartments such hall serves as a means of ingress and egress, and in the event of disagreement among such lessees, the Board of Directors shall decide.
- (5) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Lessees. No lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.
- (6) No article shall be placed in the halls or on the staircase landings or fire escapes, nor shall anything be hung or shaken from the doors or windows, or placed upon the windowsills of the building.
- (7) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.
- (8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such all shall have been approved in writing by the lessor or the managing agent.

- (9) No velocipedes, bicycles, scooters or similar vehicles or baby carriages shall be allowed to stand in the public halls, passageways, common areas or courts of the building.
- (10) Messengers and trades people shall use such means of ingress and egress as shall be designated for general use.
- (11) Tenant shareholders may only park in assigned parking spaces or in spaces designated for general use.
- (12) Trunks and heavy baggage shall be taken in or out of the building through the service entrances.
- (13) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct.
- (14) Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
- (15) No lessee shall send any employee of the lessor out of the building on any private business of a lessee.
- (16) No bird or animal shall be kept or harbored in the building unless the lessor expressly permits the same in each instance in writing; such permission shall be revocable by the Lessor. In no event shall dogs be permitted in any of the public portions of the building unless carried or on leash.
- (17) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the lessor or the managing agent.
- (18) No vehicle belonging to a lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
- (19) The lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the lessor or the managing agent.

- (20) The lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- (21) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the lessor or its managing agent.
- (22) The lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the lessee during 10 days after notice in writing from the lessor or the managing agent to clean the windows, such cleaning may be done by the lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the lessee.
- (23) Complaints regarding the service of the building shall be made in writing to the managing agent of the lessor.
- (24) Any consent or approval given under these House Rules by the lessor shall be revocable at any time.
- (25) No lessee shall install any plantings on any part of the roof without the prior written approval of the lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the lessee to maintain the containers in good conditions, and the drainage tiles and weep holes in operating condition.
- (26) The agents of the lessor and any contractors or workman authorized by the lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests. If the lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the lessee, as additional rent.
- (27) Subject to the provisions of Paragraph 38(d) of the Proprietary Lease, these House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors of the Lessor.

RIDER, made this _____ day of _____, 2011, by
and between KALED MANAGEMENT CORP., Owner and _____
Tenant(s) relating to apartment number _____ at premises

The parties agree as follows:

28.

PETS:

Tenant agrees not to keep a pet in the apartment at any time during the term of this lease. Tenant agrees that any breach of this provision by Tenant shall entitle Landlord at its option to notify Tenant in writing that any pet kept by the Tenant must be permanently removed from the apartment within five days from the date of such written notice and Tenant agrees to comply with such written notice. Landlord shall have the right to elect to terminate this lease and Tenant's possession of the apartment in the manner provided in this lease. Tenant also agrees that the Tenant will be held responsible for all damages resulting from any breach by the Tenant of the provisions of this rider.

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CARPETING:

In reiteration of paragraph 27 (item 5) of this lease, Tenant hereby agrees to carpet 80% of the total floor area, except for the kitchen, bathroom floors, and closets. At the expiration of this lease Tenant shall at his/her own cost and expense remove any carpeting or floor covering, including all nails, tacks, or stripping which may be attached to the floor.

30.

SECURITY DEPOSIT:

Supplementing the provisions of paragraph 5 of this lease regarding the security deposit, it is expressly understood and agreed that in no event shall such security deposit be construed as prepayment of any rent coming due under this lease. Tenants security deposit may not be used, in any circumstance as Tenant's last months rent.

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SMOKE DETECTORS:

This apartment has a smoke detector and tenant agrees to maintain all smoke detectors in the apartment and replace the batteries as required. There is a one time charge of \$10.00 for said smoke alarm..

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LATE FEES:

Any rents received by Landlord after the 10th day of the month in which said rents become due, will be subjected to a late charge of \$25.00. This charge shall be in addition to any rents or legal fees which may become due and payable pursuant to the provisions of this lease.

Tenant

Tenant

Landlord

Continuation of RIDER

33. MOVING:

Tenant agrees to provide Landlord with at least 60 days written notice prior to the expiration of the lease in the event that the Tenant does not desire to renew the term hereof. Tenant agrees that failure to provide such notice shall result in forfeiture of the Tenant's entire security deposit, without limitation to any of the Landlord's right and remedies.

Tenant agrees to arrange with the Superintendent or Management for the use of the elevator for the date that they will be moving in/out of the building.

In any plenary action to recover any rent, use and occupancy or other charges due under the lease or any extension or renewal thereof personal service of any summons and complaint is waived and service thereof by certified mail to the last known address of the undersigned shall be sufficient.

3.4

KEYS:

Supplementing the provisions of paragraph 27 (4), it is expressly understood and agreed that the Tenant shall furnish a copy of all apartment keys to the Landlord's agent for emergency and repair work. If the Tenant wishes to change or add additional lock(s) to the apartment door, Tenant must obtain permission from the Landlord, and in any case provide Landlord's agent 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.

3.5

BOUNCED CHECKS:

Tenant agrees to pay a minimum charge of \$15.00 for all checks drawn on an account with insufficient funds or uncollected funds. Tenant agrees that after two checks are drawn from Tenants account with insufficient funds or uncollected, the Landlord will only accept rent by certified check or money order.

3.6

RENT:

Notwithstanding anything hereinabove to the contrary, upon tenant's failure to pay rent, a demand notice may be orally given or may be served pursuant to New York Real Property Law.

Tenant

Tenant

Landlord

Continuation of RIDER

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RECYCLING:

Sorting and separating of refuse and trash:

A. Resident's 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 governmental, departmental, commissions, and board regarding the collection, 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 recyclable materials.

B. Owner's rights if resident fails to comply. Owner reserves the right, where permitted by law, to refuse to collect or accept from resident and 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 a contractor satisfactory to owner.

C. Fine's and penalties; indemnification of owner. Resident shall pay all costs, expenses, fines, penalties, or damages imposed on owner or resident by reason of resident's failure to comply with paragraphs A and B 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. Resident's noncompliance with paragraphs A, B, or C shall constitute a violation of a substantial obligation of the tenancy and owner's rules and regulations. Resident shall be liable to owner for any costs or expenses, including attorney's fees, of any action or proceeding by owner against resident, based upon resident's breach of paragraphs A, B, or C.

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DAMAGES

Landlord shall not be liable for damage to the equipment or appliances supplied by Landlord, caused by Tenant's acts of negligence or misconduct. Tenant shall not receive any rent abatement or rent reduction for lack of services caused by tenant's own act of negligence or misconduct. Tenant shall be responsible for all acts or neglect of tenant's family, employees, guests, or invites.

Tenant

Tenant

Landlord

Delano Tenants Corp.

99-15 66th Avenue
Rego Park, NY 11374

August 1, 2023

Dear Shareholders/Residents:

Delano Tenants Corp. is hereby giving notice to all residents and shareholders of the Co-Op's smoking policy pursuant to New York City's newly enacted Local Law 147/2017 which policy is in accord with the existing NYC 2002 Smoke Free Air Act (the "Act"). This act was implemented due to the fact that the harmful effects of secondhand smoke caused by indoor smoking are simply too great to ignore.

Delano Tenants Corp. has been, and will continue to be, in compliance with the Act and be smoke-free in all enclosed areas except within a shareholder's actual dwelling unit and all common outdoor areas except as below. This means that there will be no carrying or use of a lit tobacco product, including e-cigarettes, hookahs and vaporizers (meaning any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he or she simulates smoking), in any indoor common spaces including but not limited to, porches, vestibules, laundry rooms, garages/parking lots, playgrounds and as may otherwise be prohibited by law. In addition, smoking shall be forbidden on any terraces within the apartments or within 100 feet of any entrance to the building that make up the cooperative.

- The Co-Op's smoking policy always has been, and will continue to be, applicable to all shareholder-tenants, subtenants, invitees of tenants, guests, and any other person on the premises including contractors, maintenance personnel and staff.
- In accordance with Local Law 147, in the event a shareholder shall sublease his/her unit, the shareholder must incorporate this smoking policy into any sublease. Any shareholder selling the shares appurtenant to their unit must incorporate this smoking policy into the contract of sale. The Co-Op notes that Local Law 147 provides for civil penalties levied by the Board of Health in the event these required disclosures are not complied with; specifically, Local Law 147 provides for civil penalties in the event of any violation as follows: First violation: \$200 to \$400; Second violation, if within 12-months of first violation: \$500 to \$1000; Third or subsequent violation, within 12-month period: \$1000 to \$2000
- The Board will be amending the Co-Op's House Rules to incorporate the Co-Op's smoking policy set forth above in accordance with local Law 147 and will distribute to all Shareholders a copy of the Amended House Rules as soon as same are available.

Thank you for your anticipated cooperation and compliance with the Co-Op's Local Law 147 smoking policy and NYC 2002 Smoke Free Air Act.

Very truly yours,
Board of Directors



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NEW YORK CITY FIRE DEPARTMENT

2022-2023 Fire and Emergency Preparedness Bulletin
For New York City Apartment Buildings

APARTMENT BUILDING FIRE SAFETY

E-Bike Fire Safety (Fire Safety Hazards Associated with Powered Mobility Devices)



There have been over 140 e-bike and other lithium-ion structural fires in New York City in the first 10½ months of 2022 alone. Six persons died and 140 persons were injured in these fires. Apartments have been severely damaged.

WHAT YOU NEED TO KNOW ABOUT E-BIKE FIRE SAFETY
(SEE NEXT PAGE)

E-bikes, scooters, hoverboards and other mobility devices powered by lithium-ion batteries have become popular. Many people store and charge them in their apartments. However, the devices' lithium-ion batteries and chargers present serious fire safety hazards.

**Immediately stop charging your e-bike
and call 911 if you notice:**

- Fire or Smoke
- Battery overheating
- Change in battery shape or color
- Battery leaking
- Strange battery smell
- Battery making odd noises

Powered Mobility Device Fire Safety

BUY only e-bikes or other mobility devices that are **CERTIFIED** by nationally recognized testing laboratory. Look for symbols such as UL, ETL and CSA.

- **WHY?** The laboratories test these products to make sure they meet industry standards and are safe to operate under normal circumstances.

USE the original battery, power adapter and power cord supplied with the device, or a manufacturer-recommended and/or a testing laboratory-certified replacement.

- **NEVER** use unapproved batteries/chargers, even if they are much less expensive.
- **WHY?** Unapproved batteries or chargers may not be designed to work with an e-bike or e-bike battery.
- **RESULT:** An unapproved battery may overcharge, overheat and catch on fire.

PLUG the e-bike directly into an electrical wall outlet when charging.

- **NEVER** charge an e-bike or e-bike battery with an extension cord or power strip.
- **WHY?** Lithium-ion battery charging requires a lot of electrical current, more than most extension cords and power strips can handle.
- **RESULT:** The extension cord or power cord can overheat and cause a fire.

CHARGE your e-bike or other device in a safe facility, not in your apartment, if possible. Ask your building or employer if they can provide a safe charging and storage facility.

- **WHY?** Lithium-ion batteries store a lot of energy and when they overheat they release intense energy. Most apartments are unsprinklered and many furnishings and household items are highly combustible.
- **RESULT:** A fire in your apartment can be devastating.

MAKE SURE you have a way out of the apartment in the event of fire!

- **NEVER** charge your e-bike next to the apartment entrance door or any other place where it could prevent your escape.

MONITOR your e-bike or e-bike battery when it is being charged.

- **READ** the manufacturer's charging and storage instructions and follow them.
- **NEVER** charge the battery overnight or when you are not in the apartment.
- **NEVER** charge an e-bike or e-bike battery on or near your bed or couch, or close to drapes, papers or other combustible materials.

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 516-876-4800, or by e-mailing info@kaled.com. You will need to show 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.

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 doctor 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. 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 with questions about your rights. 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.

NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION

STREET:
UNIT OR APARTMENT NUMBER:
CITY/TOWN/VILLAGE:
STATE:
ZIP CODE:

1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)

- YES
 NO

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;

B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);

C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);

D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law);

E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law);

F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);

G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);

H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law);

I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent

retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);

___J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);

___K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);

___L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);

___M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);

___N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);

3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or(b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

___A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:

___B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:

___B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)

___A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

___B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

___C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law):

___D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law):

___E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part there- of, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):

___F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):

___G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law):

___H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law):

___I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law):

___J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law):

___K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law):

___L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law):

___M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law):

___N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law):

I acknowledge receipt of the Good Cause Eviction Law Notice

Tenant Date

Tenant Date