

# ***APPLICATION FOR LEASE***

**New Hampshire House Condominium  
63-60 102<sup>nd</sup> St.  
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 x 313 Fax (516)-780-8313  
Susan@Kaled.Com  
#478**

**3/2024**



CORPORATE OFFICE  
7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 876-4800  
FAX: (516) 876-6812  
WWW.KALED.COM

ASSET MANAGEMENT  
757 THIRD AVENUE  
SUITE 2028  
NEW YORK, NY 10017  
TEL: (212) 376-5508

EMAIL: INFO@KALED.COM

**IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY  
NUMBER**

**PROTECTING YOUR PRIVACY**

In order to protect your privacy please remove/blackout your social security number from each financial institution document inserted into the application.

- Financial condition (net worth)
- Tax returns
- Personal loans
- Bank statements
  - IRA
  - CD'S
  - Savings

The Credit Agency Authorization Form AND Criminal Background Check Forms in the application are the only form that requires your Social Security number. These two forms containing your Social Security number will be shredded in our office as soon as we submit the information to the Agency used to obtain your reports.

If you have any questions please contact the Management Office.

**ALL SOCIAL SECURITY NUMBERS SHOULD BE REMOVED/BLOCKED  
OUT FROM TAX RETURNS AND ANY OTHER DOCUMENTS.**

**New Hampshire House Condominium**

C/O Kaled Management Corp.

7001 Brush Hollow Road

Westbury, NY 11590

Tel: (516)876-4800

Fax: (516)876-6812

**Application to Lease**

Unit # \_\_\_\_\_

Please submit One (1) sets and one (1) original total of Two (2) of the following documents for review by the Board of Managers: Susan Rubin: Kaled Management Corp. 7001 Brush Hollow Road Ste: 200 Westbury, NY 11590

Unit # \_\_\_\_\_

**Processing Procedures:**

1. All sales and Leases are subject to the Board's waiver of the Right of First Refusal.
2. All applications must be submitted along with all required documentation in order to be processed.
3. Processing time approximately three weeks providing all necessary information is supplied with the application package.

I hereby acknowledge and agree that the processing fees (as stated in the herein) are non-refundable for any reason as these fees cover the cost of processing the application. I also certify that I have read and agree to abide by the processing procedures.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Signature of Co-owner

\_\_\_\_\_  
Signature of Lessee

**Fees required at time of application**

**Lessee** - to pay an Administration Fee (non-refundable) in the amount of **\$550.00 payable to Kaled Management Corp. (Certified or money order)**

**Lessee** - to pay move in fee of **\$1000.00 payable to New Hampshire House Condominium** which is refundable when the lessee **moves out** of the apartment and there were no damages during the move in/out and the house rules were not violated. **(Certified or money order)**

**Unit Owner** - to pay move out fee of **\$1000.00 payable to New Hampshire House Condominium** which is refundable, if there are no damages during the move in and the house rules were not violated. **(Certified or money order)**

**Unit Owner to pay Administrative fee-** \$500.00 each year. This will be billed monthly on the owners common charge statement.

Please submit Two (2) sets, one (1) original total of two (2) of the following documents for review by the Board of Managers: Susan Rubin Kaled Management Corp. 7001 Brush Hollow Road Ste: 200 Westbury, NY 11590

**NEW HAMPSHIRE HOUSE CONDOMINIUM**

UNIT \_\_\_\_\_

**LEASE CHECKLIST**

**All occupants that will be residing in New Hampshire House Condominium  
18 years old & older are required to submit a full application.**

**List of items to be submitted:**

- |   |           |
|---|-----------|
| 1. Completed Application –<br>Application to be signed by both the<br>owner and prospective tenants. All<br>adults that will reside in the apartment must<br>be listed as applicants. | 1. _____  |
| 2. Credit/background check  | 2. _____  |
| 3. Three (3) reference letters<br>One (1) landlord letter   | 3. _____  |
| 4. Lease agreement- Only one(1) year lease<br>agreements are accepted   | 4. _____  |
| 5. Photocopy of tenants id (drivers license, passport)  | 5. _____  |
| 6. Current paystub  | 6. _____  |
| 7. W2 and current Federal income tax return   | 7. _____  |
| 8. Pet Rider  | 8. _____  |
| 9. Washer/Dryer Rider   | 9. _____  |
| 8. Lead paint rider, water Sprinkler rider  | 8. _____  |
| 10. Credit authorization  | 9. _____  |
| 11. Window guard form.  | 10. _____ |

Signature of Applicant \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

THE NEW HAMPSHIRE HOUSE CONDOMINIUM  
Move in & Move out Procedures

Moving In/ Moving Out of the building directions.

Move in and out of the building are permitted Monday to Friday from 9:00 AM- 5:00 PM.

NO MOVE INS OR MOVE OUTS ARE ALLOWED AFTER 5:00 PM DURING THE WEEK, ON THE WEEKENDS OR ON HOLIDAYS.

ANY MOVES DONE AFTER 5:00 PM OR ON THE WEEKENDS WILL BE SUBJECT TO A FINE OF \$250.00 ON YOUR ACCOUNT AND THE REVOKTION OF YOUR MOVE IN/OUT DEPOSIT TO BE REFUNDED.

1. A refundable move in Deposit of \$1000.00 will be refunded when renter moves out, payable to New Hampshire House Condominium c/o Kaled Management.
2. Contact the office at 516-876-4800 ext. 333 for Gabe or email [David Cohen dcohen@kaled.com](mailto:dcohen@kaled.com)
3. If you are using a moving company a Certificate of Liability will be needed from the moving company with the information requested in the sample which is attached.

The Certificate of Liability Insurance must include the following **“New Hampshire House Condominium your Address of your apartment. Unit Owner Name & Apt. # and Kaled Management Corp., 7001 Brush Hollow Rd., Westbury NY 11590 is additional insured as pertains to liability”**

**- The certificate holder must be “New Hampshire House Condominium., c/o Kaled Management Corp., 7001 Brush Hollow Rd. Westbury NY 11590.**

4. Verify with the office the insurance certificate was received.
5. Contact the Super Papo at (347) 612-4434 and the office at (516) 876-4800 ext. 333 to confirm the time and date of the move in.

Confirmation that you've complied with the regulations of the move in and out at New Hampshire House Condominium please sign below:

By:

X \_\_\_\_\_

Signature

**NEW HAMPSHIRE HOUSE CONDOMINIUM**

C/O Kaled Management Corp.  
7001 Brush Hollow Road  
Westbury, NY 11590

Application Form Unit # \_\_\_\_\_

**General information**

**Applicant #1**

**Applicant #2**

Full Name \_\_\_\_\_

Relationship to Applicant #1 \_\_\_\_\_

Social Security # \_\_\_\_\_

Current Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home & Cell Phone number \_\_\_\_\_

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

Occupants \_\_\_\_\_ Relationship \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Emergency Contact: Name \_\_\_\_\_

Phone \_\_\_\_\_

**Landlord History**

**Applicant 1**

**Applicant 2**

Name of Present Landlord

\_\_\_\_\_

\_\_\_\_\_

Landlord Address

\_\_\_\_\_

\_\_\_\_\_

Landlord Phone #

\_\_\_\_\_

\_\_\_\_\_

When did you move into your  
current residence

\_\_\_\_\_

\_\_\_\_\_



**NEW HAMPSHIRE HOUSE CONDOMINIUM**

C/O Kaled Management Corp.

7001 Brush Hollow Road

Westbury, NY 11590

Tel: (516)876-4800

Fax: (516)876-6812

Unit # \_\_\_\_\_

**Credit Check and Background Check Authorization**

Name:
Date of Birth:
Social Security Number:
Home Address:

**IN COMPLIANCE WITH THE PROVISIONS OF SECTION 606 OF THE FAIR CREDIT REPORTING ACT, I/WE AUTHORIZE YOU TO RETAIN A CREDIT REPORTING AGENCY WHICH MAY OBTAIN INFORMATION DESCRIBING MY/OUR CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, MODE OF LIVING, AND FINANCIAL CREDIT HISTORY. WE ALSO AUTHORIZE SUCH AGENCY TO PREPARE AND PROVIDE A REPORT OF SUCH INFORMATION TO SUCH INDIVIDUALS AS MAY BE AUTHORIZED TO APPROVE THIS APPLICATION. WE FURTHER UNDERSTAND THAT I AM (WE ARE) ENTITLED TO FULL DISCLOSURE OF ALL INFORMATION THAT IS PROVIDED TO YOU BY ANY CREDIT REPORTING AGENCY.**

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

Applicants' Release

Re: Building Address: \_\_\_\_\_

Apartment # \_\_\_\_\_

The undersigned applicant(s) is (are) submitting an application to purchase/rent 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/rent the apartment may or may not be approved by the Board of Managers of the Condominium 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 condominium 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: \_\_\_\_\_

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**NEW HAMPSHIRE HOUSE CONDOMINIUM**

**"WE UNDERSTAND AND ACKNOWLEDGE THAT NEW HAMPSHIRE HOUSE CONDOMINIUM DOES NOT ALLOW PETS AND AT NO TIME DURING OWNERSHIP AND OR RENTAL OF THE APARTMENT WE WILL NOT HARBOR ANY PETS IN THE APARTMENT."**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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: \_\_\_\_\_

New Hampshire House Condominium  
C/O Kaled Management Corp.  
7001 Brush Hollow Road  
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Acknowledgment of House Rules

Unit # \_\_\_\_\_

I/We have received a copy of the House Rules of this building and have read them all, including the House Rules regarding No Pets. I/We hereby agree to abide by all current and future house rules.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

**New Hampshire House Condominium**

C/O Kaled Management Corp.

7001 Brush Hollow Road

Westbury, NY 11590

Tel: (516)876-4800

Fax: (516)876-6812

Unit # \_\_\_\_\_

I am the tenant of Unit Number \_\_\_\_\_

This is to acknowledge that I am aware of the fact that prior to moving into my unit, eighty percent (80%) of the floor area (except the kitchen and bathroom) must be covered with carpeting and sound proof padding.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_

**NEW HAMPSHIRE HOUSE CONDOMINIUM**

**WE UNDERSTAND AND ACKNOWLEDGE THAT NEW HAMPSHIRE HOUSE  
CONDOMINIUM DOES NOT ALLOW WASHER & DRYERS AT NO TIME  
DURING OWNERSHIP AND OR RENTAL OF THE APARTMENT**

BY: \_\_\_\_\_ Apart# \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Apart# \_\_\_\_\_ Date: \_\_\_\_\_

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C/O Kaled Management Corp.

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Unit # \_\_\_\_\_

**Window Guard Notification**

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

OR

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

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

CHECK WHICHEVER APPLY:

CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT  
WINDOWS

WINDOW GUARDS ARE  
INSTALLED IN ALL

NO CHILDREN 10 YEARS OF AGE OR  
NOT  
YOUNGER LIVE IN MY APARTMENT  
WINDOWS

WINDOW GUARDS ARE  
INSTALLED IN ALL

I WANT WINDOW GUARDS EVEN THOUGH  
I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

WINDOW GUARDS NEED  
MAINTENANCE OR REPAIR

WINDOW GUARDS DO NOT  
NEED MAINTENANCE OR REPAIR

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date



**New Hampshire House Condominium**

C/O Kaled Management Corp.

7001 Brush Hollow Road

Westbury, NY 11590

Tel: (516)876-4800

Fax: (516)876-6812

Unit # \_\_\_\_\_

**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/or 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 information on lead based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead based hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to purchase.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Co-owner

\_\_\_\_\_  
Signature of Tenant

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**Disclosure of Information on Lead Based Paint and or Lead Based Paint Hazards  
(Seller/Tenant)**

**Owner's Disclosure**

Presence of lead based paint and/or lead based paint hazards (initial (i) or (ii) below):

(i)\_\_\_\_\_ Known lead based paint and/or lead based paint hazards are present in the apartment  
(explain)

(ii)\_\_\_\_\_ Owner has no knowledge of lead based paint and/or lead based paint hazards in the  
apartment.

Records and reports available to the seller (initial (i) or (ii) below):

(i)\_\_\_\_\_ Owner has provided the purchaser with all available records and reports pertaining to  
lead based paint and/or lead paint hazards in the apartment (list documents below)

(ii)\_\_\_\_\_ Owner has no records or records pertaining to lead based paint and/or lead based paint  
hazards in the apartment

**Tenant's Acknowledgment (Initial)**

\_\_\_\_\_ Tenant has received copies of all information listed above

\_\_\_\_\_ Tenant has received the pamphlet "**Protect Your Family from Lead in Your Home**"

\_\_\_\_\_ Tenant has (initial (i) or (ii) below):

(i)\_\_\_\_\_ Received a 10 day opportunity (or other mutually agreed upon period) to conduct a risk  
assessment or inspection for the presence of lead based paint

(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 Acknowledgement (initial)**

\_\_\_\_\_ Agent has informed the Seller of the Seller's obligation under 42 U.S.C. 4852d and is  
aware of agent's independent 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 provided is true and accurate.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Co-owner

\_\_\_\_\_  
Signature of Tenant

RECYCLING RIDER

NEW HAMPSHIRE HOUSE CONDOMINIUM  
C/O Kaled Management Corp.  
7001 Brush Hollow Rd  
Westbury, NY 11590

1. Tenant agrees, at his sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash in categories as provided by law, and in accordance with the rules and regulations adopted by **New Hampshire House Condominium** (the "Landlord") for the sorting and separating of such designated recyclable materials. Purchaser shall comply with the requirement to rinse recyclable bottles and containers before placing them in designated receptacles, in accordance with the law and local regulations.
2. The Landlord reserves the right, where permitted by law, to refuse to collect or accept from Purchaser, waste products, garbage or trash, which is not, separated and sorted as required by law. Where permitted by law, The Landlord reserves the right to require the Owner/Tenant to arrange for such a collection, at the Owner/Tenant sole cost and expense, utilizing a contractor satisfactory to the Landlord.
3. Owner/tenant shall pay all costs, expenses, fines, penalties, or damages which may be imposed on the Landlord or Purchaser's sole cost and expense, Owner shall indemnify, defend, and hold harmless the Landlord (including legal fees and expenses) from and against any actions, claims, and suits arising from such Purchaser's non-compliance, utilizing counsel reasonably satisfactory to the Landlord, if the Landlord so elects. Owner's failure to comply with this paragraph shall constitute a violation of a substantial obligation of the tenancy, local statute and the Landlord's rules and regulations. Owner shall be liable to the Landlord for any cost, expenses, or disbursements, including attorney's fees, of any action or proceeding by the Landlord against the Purchaser, predicted upon the Owner's breach of this agreement. The Purchaser understands that local regulations governing recycling make residents liable for noncompliance.

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

Unit Owner: \_\_\_\_\_

Unit Owner: \_\_\_\_\_

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Name of tenant(s): \_\_\_\_\_  
Lease Premises Address: \_\_\_\_\_  
Apartment Number: \_\_\_\_\_ (the "Leased Premises")  
Date of Lease: \_\_\_\_\_

**CHECK ONE:**

1.  There Is NO Maintained and Operative Sprinkler System In the Leased Premises.
2.  There Is a Maintained and Operative Sprinkler System In the Leased Premises.

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

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

**Acknowledgment & Signatures:**

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

Tenant :	Name: _____	Date _____
	Signature: _____	
	Name: _____	Date: _____
	Signature: _____	
Owner	Name: _____	Date _____
	Signature _____	

RECYCLING RIDER

NEW HAMPSHIRE HOUSE CONDOMINIUM  
C/O Kaled Management Corp.  
7001 Brush Hollow Rd  
Westbury, NY 11590

1. Tenant agrees, at his sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash in categories as provided by law, and in accordance with the rules and regulations adopted by **New Hampshire House Condominium** (the "Landlord") for the sorting and separating of such designated recyclable materials. Purchaser shall comply with the requirement to rinse recyclable bottles and containers before placing them in designated receptacles, in accordance with the law and local regulations.
2. The Landlord reserves the right, where permitted by law, to refuse to collect or accept from Purchaser, waste products, garbage or trash, which is not, separated and sorted as required by law. Where permitted by law, The Landlord reserves the right to require the Owner/Tenant to arrange for such a collection, at the Owner/Tenant sole cost and expense, utilizing a contractor satisfactory to the Landlord.
3. Owner/tenant shall pay all costs, expenses, fines, penalties, or damages which may be imposed on the Landlord or Purchaser's sole cost and expense, Owner shall indemnify, defend, and hold harmless the Landlord (including legal fees and expenses) from and against any actions, claims, and suits arising from such Purchaser's non-compliance, utilizing counsel reasonably satisfactory to the Landlord, if the Landlord so elects. Owner's failure to comply with this paragraph shall constitute a violation of a substantial obligation of the tenancy, local statute and the Landlord's rules and regulations. Owner shall be liable to the Landlord for any cost, expenses, or disbursements, including attorney's fees, of any action or proceeding by the Landlord against the Purchaser, predicted upon the Owner's breach of this agreement. The Purchaser understands that local regulations governing recycling make residents liable for noncompliance.

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

Unit Owner: \_\_\_\_\_

Unit Owner: \_\_\_\_\_

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

THE NEW HAMPSHIRE HOUSE CONDOMINIUM  
RULES AND REGULATIONS

RESOLVED, that the Rules and Regulations of the New Hampshire Condominium numbered 1 through 30 as initially included in the Offering Plan as an addendum to the By-Laws of the Condominium and subsequent rules and regulations numbered 31, 32 and 33 shall be, and hereby are confirmed and continued as the Rules and Regulations of the Condominium; and FURTHER RESOLVED, that the Rules and Regulations, be and the same hereby are supplemented as follows:

34. The purchaser of a condominium unit shall be required to place a deposit fee of \$ 1,000.00 with the managing agent/condominium to provide for any damage caused by moving in. This deposit shall be retained until the owner shall have moved in and then shall be returned.

35. If a unit is sublet or rented by its owner, then the rental sublessee shall be required to place a deposit fee of \$1,000.00 with the managing agent/condominium to provide for any damage caused by moving in and moving out of the condominium. The deposit shall be retained until the rental sublessee shall have moved out of the premises and then shall be returned to them.

Dated: March 21, 2016

BOARD OF MANAGERS

David Yany

DAVID YUSUPOV  
Print Name

[Signature]

Sabvil Davilla  
Print Name

Yegor Pribish

YAKOV PRIBYSK  
Print Name

Print Name

[Signature]

BARRIS ERKROVIC  
Print Name

Print Name

[Signature]

Delphin Lee  
Print Name

Print Name

[Signature]

Svetlana Basenelova  
Print Name

THE NEW HAMPSHIRE HOUSE CONDOMINIUM  
RULES AND REGULATIONS

RESOLVED, that the Rules and Regulations of The New Hampshire House Condominium numbered 1 through 30 as initially included in the Offering Plan as an addendum to the By-Laws of the Condominium shall be, and hereby are, confirmed and continued as the Rules and Regulations of the Condominium; and

FURTHER RESOLVED, that the Rules and Regulations, be and the same hereby are supplemented as follows:

31. The Condominium Board, or any sub-committee thereof, shall have exclusive jurisdiction over any violation or alleged violation of the Rules which is the subject of a written complaint to the Condominium Board or to the Managing Agent.

(a) The Board shall refer any written complaint to a sub-committee consisting of two (2) Board Members, each of whom shall be independent and without any vested interest in respect of the subject of the complaint, and not related by blood or marriage or other relationship, to either the complainant or the Unit Owner, who is or may be, the subject of the Complaint, and the Condominium's external counsel. Only the two Board Members, acting together and unanimously and with the consent of the Condominium's external counsel may make a decision on the subject of the Complaint.

(b) (i) The Sub-committee may issue a "warning" for any first violation of the Rules.

(ii) The Sub-committee may assess a fine on the violating Unit Owner of up to Two Hundred Fifty Dollars (\$250) for any repeat violation of the Rules.

(iii) The Sub-committee may assess a fine on the violating Unit Owner of up to Five Hundred Dollars (\$500) for any continuing or flagrant violation of the Rules.

(iv) Only the full Board, acting after receiving a written report from the Sub-committee and after



providing an opportunity for a hearing from the parties to the controversy on notice, may authorize legal action to stay or enjoin any practice determined to be in violation of the rules and/or to seek any penalty greater than Five Hundred Dollars (\$500) for violation of the Rules.

Signature: *Blea Fial*  
Blea Fishbein  
Print Name

*David Yurupov*  
DAVID YURUPOV  
Print Name

*Anwa LA*  
ANWA LA  
Print Name

*Gabriel Davidov*  
GABRIEL DAVIDOV  
Print Name

*Yakov Prilobyski*  
YAKOV PRILBYSKI  
Print Name

*Svetlana Basareleva*  
SVETLANA BASARELEVA  
Print Name

*Gerald T. Golotta*  
Gerald T. Golotta  
Print Name

Addendum to the By-Laws of  
THE NEW HAMPSHIRE HOUSE CONDOMINIUM

RULES AND REGULATIONS

OF

THE NEW HAMPSHIRE HOUSE CONDOMINIUM

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.
2. No tricycles, bicycles, scooters, or similar vehicles shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.
3. All service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board. In addition, all servants, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of Residential Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees, or invitees.
4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for that purpose and only through the service entrance.
5. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of

the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

6. The storage rooms of the Building shall be used by all Unit Owners, in common, only for the storage of trunks, bags, suitcases and packing cases, all of which shall be empty, and for the storage of such other articles as the Condominium Board, in its sole discretion, may determine. Supervision, management and control of the storage rooms is removal of a Unit Owner's property from the storing in and vested in the Condominium Board. The use of the storage rooms shall be at the sole risk of the Unit Owner or other person using the same, and the Condominium Board, its agents, or the Managing Agent shall not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Condominium Board, its agents, the Managing Agent, or otherwise.

7. The laundry and drying apparatus in the laundry room of the Building shall be used in such manner and at such times as the Condominium Board or the Managing Agent may direct. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements or shall be dried or aired on any open terrace.

8. No refuse from the Units shall be sent to the cellar of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or open terraces, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

9. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

10. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

11. Nothing shall be done or be kept in any Unit or in the Common Elements that will increase the rate of

insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Limited Common Elements.

12. There shall be no barbecuing in the Units, in their appurtenant Limited Common Elements, or in the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board.

13. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. ~~No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.~~

14. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Residential Units unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any public elevator of the Building, other than the elevator designated by the

Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

15. No Residential Unit Owner shall install any plantings on any terrace without the prior written approval of the Condominium Board. Plantings shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace 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 a floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

16. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Residential or Professional Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

17. Unless expressly authorized by the Condominium Board in each instance, not less than eighty percent of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

18. No window guards or other window decorations shall be used in or about any Residential or Professional Unit,

except such as shall have been approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property be colored or painted.

19. No ventilator or air-conditioning device shall be installed in any Residential or Professional Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

20. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or the By-Laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Residential or Professional Unit without similar approval.

21. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

22. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

23. Each Unit Owner shall keep his Unit and its appurtenant Limited Common Elements in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

24. The agents of the Condominium Board or the Managing Agent, and any contractor or workmen authorized by the

Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of 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; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

25. The Condominium Board or the Managing Agent may retain a pass-key to each Residential and Professional Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

26. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 25 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

27. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building.

28. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

29. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

30. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.



## **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](mailto: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](http://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.

## New Hampshire House Condominium.

63-60 102<sup>nd</sup> Street  
Rego Park, NY 11374

August 1, 2023

Dear Unit Owner/Residents:

New Hampshire House Condominium is hereby giving notice to all residents and owners of the Condo'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.

New Hampshire House Condominium has been, and will continue to be in compliance with the Act and be smoke-free in all enclosed areas except within a unit owners 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 she or he 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 condominium.

- The Condo's smoking policy always has been, and will continue to be, applicable to all unit owners, renters, subtenants, invitees of tenants, guests and any other person on the premises, maintenance personnel and staff.
- In accordance with Local Law 147, in the event a unit owner shall sublease his/her unit, the unit owner must incorporate this smoking policy into any sublease. Any unit owner selling the shares appurtenant to their unit must incorporate this smoking policy into the contract of sale. The Condo 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 Condo House Rules to incorporate the Condo'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 cooperation and compliance with the Condo smoking policy and the Act.

Very truly yours,  
Board of Managers



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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 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