



New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001

Customer Service: (518) 474-4429  
www.dos.state.ny.us

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## **New York State Disclosure Form for Landlord and Tenant**

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### **THIS IS NOT A CONTRACT**

*New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

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## **Disclosure Regarding Real Estate Agency Relationships**

### **Landlord's Agent**

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

### **Tenant's Agent**

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord can not provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

### **Dual Agent**

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their in-

formed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

### Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Lillian Lin (print name of licensee) of PLS International LLC (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Landlord as a (check relationship below) | <input checked="" type="checkbox"/> Tenant as a (check relationship below) |
| <input checked="" type="checkbox"/> Landlord's agent                         | <input checked="" type="checkbox"/> Tenant's agent                         |
| <input type="checkbox"/> Broker's agent                                      | <input type="checkbox"/> Broker's agent                                    |
| <input checked="" type="checkbox"/> Dual agent                               |  |
| <input type="checkbox"/> Dual agent with designated sales agent              |  |

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency  
 Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the tenant; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure

form: signature of {  } Landlord(s) and/or {  } Tenant(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

**304-324 Owners Corp. -- Requirements Summary for FSR Lease Application -**

The following is a list of forms, who has to complete them, and what kind of documentation will be required, in order for the board to review your application.  
You can initiate a new application online at <https://ny.eaplytoday.com> . You will need the names and email addresses of all parties to the application. The application parties will then be able to login and complete and sign their forms online, as well as upload any required documents.

<i>Form</i>	<b>Required Documentation</b>
<b>Important Information</b>	
Important Notice Re Sensitive Data 226 74025 76656 77364 ( <i>Applicant, Co-Applicant, Guarantor, Adult Occupant (18 or Older), Applicant's Broker, Unit Owner (Landlord/Seller), Owner's Broker and Principal of LLC (Applicant)</i> )	
Important information from Board (Lease) 227 74026 76657 77365 ( <i>Applicant</i> )	
<b>Application Forms</b>	
Applicant Information for Lease – LE (Applicant) 231 74029 76660 77368 ( <i>Applicant</i> )	
Financial Statement LE (2 Mos) 232 74030 76661 77369 ( <i>Applicant, Co-Applicant and Guarantor</i> )	<b>Upload Financial Statements</b>
	<b>Attach Bank Statement</b>
	<b>Attach Investment Statement</b>
Financial Statement (2 Mos) 233 74031 76662 77370 ( <i>Applicant, Co-Applicant and Guarantor</i> )	<b>Attach Bank Statement ( most recent month)</b>
	<b>Attach Bank Statement ( additional previous month)</b>
	<b>Attach Investment Statement (most recent month)</b>
	<b>Attach Investment Statement (additional previous month)</b>
	<b>Attach Retirement Statement (most recent month)</b>
	<b>Attach Retirement Statement (additional previous month)</b>
Applicant Information for Lease – LE (Co-Applicant and Guarantor) 234 74032 76663 77371 ( <i>Co-Applicant and Guarantor</i> )	
Unit Owner Information 235 74033 76664 77372 ( <i>Unit Owner (Landlord/Seller) and Unit Owner (Principle)</i> )	
Additional Applicant Information 236 74034 76665 77373 ( <i>Applicant</i> )	<b>Upload Document</b>
Applicant Information for Lease (Co-Applicant) 237 74035 76666 77374 ( <i>Co-Applicant</i> )	<b>Attach Landlord Reference Letter</b>
Applicant Information for Lease (Guarantor) 238 74036 76667 77375 ( <i>Guarantor</i> )	<b>Attach Landlord Reference Letter</b>
Applicant Information for Lease (Applicant) 239 74037 76668 77376 ( <i>Applicant</i> )	<b>Attach Landlord/Management Company Reference Letter</b>
<b>Credit Authorization</b>	
Consumer Report Authorization for Entity 240 74038 76669 77377 ( <i>Applicant, Co-Applicant, Guarantor and Adult Occupant (18 or Older)</i> )	
Consumer Report Authorization 241 74039 76670 77378 ( <i>Applicant, Co-Applicant, Guarantor, Adult Occupant (18 or Older) and Principal of LLC (Applicant)</i> )	
<b>References</b>	
Personal References (1) 243 74041 76671 77379 ( <i>Applicant and Co-Applicant</i> )	
<b>Required Documents</b>	
Emergency Contact Information 244 74042 76672 77380 ( <i>Applicant</i> )	
W-2 Forms 246 74043 76673 77381 ( <i>Applicant, Co-Applicant and Guarantor</i> )	
Lease Agreement 247 74044 76674 77382 ( <i>Applicant</i> )	
Income Verification Letter (Lease) 248 74045 76675 77383 ( <i>Applicant, Co-Applicant and Guarantor</i> )	
Articles of Incorporation (LLC) 249 74046 76676 77384 ( <i>Applicant</i> )	
Articles of Incorporation (Non LLC) 250 74047 76677 77385 ( <i>Applicant</i> )	
<b>Acknowledgements</b>	
Core Acknowledgements (Unit Owner) 251 74048 76678 77386 ( <i>Unit Owner (Landlord/Seller) and Unit Owner (Principle)</i> )	
Local Law 1 2004 Pre 1960 Ack (Lease) - (Unit Owner) 253 74050 76680 77388 ( <i>Unit Owner (Landlord/Seller) and Unit Owner (Principle)</i> )	
Local Law 1 2004 Pre 1960 Ack (Lease) - (Applicant, Co-Applicant, Guarantor, Adult Occupant) 254 74051 76681 77389 ( <i>Applicant, Co-Applicant, Guarantor and Adult Occupant (18 or Older)</i> )	
Core Acknowledgements (Applicant, Co-applicant and Adult Occupant) 255 74052 76682 77390 ( <i>Applicant, Co-Applicant and Adult Occupant (18 or Older)</i> )	
Window Guard Acknowledgement 256 74053 76683 77391 ( <i>Applicant and Co-Applicant</i> )	
<b>Disclosures</b>	
Protection from Lead in Your Home 257 74054 76684 77392 ( <i>Applicant, Co-Applicant, Guarantor and Adult Occupant (18 or Older)</i> )	
House Rules 258 74055 76685 77393 ( <i>Applicant, Co-Applicant, Guarantor and Adult Occupant (18 or Older)</i> )	
Preventing Childhood Lead Poisoning 259 74056 76686 77394 ( <i>Applicant, Co-Applicant, Guarantor and Adult Occupant (18 or Older)</i> )	
Additional Unit Owner Infomation 1823 74057 76687 77395 ( <i>Unit Owner (Landlord/Seller) and Unit Owner</i> )	

(Principle))	
Lead-Based Paint Disclosure (Pre 1978) (Applicant) (Co-Applicant) 2179 74058 76688 77396 (Applicant and Co-Applicant)	
Lead-Based Paint Disclosure (Pre 1978) (Unit Owner) (Unit Co-Owner) 2180 74059 76689 77397 (Unit Owner (Landlord/Seller) and Unit Owner (Principle))	
Lead-Based Paint Disclosure (Pre 1978) (Owners Broker) 2181 74060 76690 77398 (Owner's Broker)	
Partnership Documents 5345 74061 76691 77399 (Applicant,Co-Applicant and Guarantor)	
Trust Agreement 5346 74062 76692 77400 (Applicant,Guarantor,Unit Owner (Landlord/Seller) and Principal of LLC (Applicant))	
Federal Tax Returns 5347 74063 76693 77401 (Applicant,Co-Applicant and Guarantor)	
Insurance information (L) 23885 74064 76694 77402 (Applicant,Co-Applicant,Guarantor and Adult Occupant (18 or Older))	
The Federal Fair Housing Act 64885 74065 76695 77403 (Applicant,Co-Applicant,Guarantor,Adult Occupant (18 or Older),Applicant's Broker,Unit Owner (Landlord/Seller),Owner's Broker,Principal of LLC (Applicant) and Unit Owner (Principle))	
Sprinkler Disclosure (L) 74087 76696 77404 (Applicant,Co-Applicant,Unit Owner (Landlord/Seller) and Unit Owner (Principle))	
Reason for Sublet 74088 76697 77405 (Unit Owner (Landlord/Seller))	
Smoking Policy 77428 (Applicant,Co-Applicant and Adult Occupant (18 or Older))	
No Pet Acknowledgement 79611 (Applicant and Co-Applicant)	
Applicants Release 79612 (Applicant,Co-Applicant and Guarantor)	

**Application Fees**

FirstService Residential New York, Inc. fees may only be paid by Credit Card or Bank Certified Check

To pay fees by Credit Card, click on the "**Click to Pay Online**" links below  
 To pay fees by Bank Certified Check, click on the "**Click to Record Checks**" links below  
**Checks should be sent to:**

Processing Department  
**FirstService Residential New York, Inc.**  
**575 Fifth Avenue, 9th Floor**  
**New York, NY 10017**  
**T: 1-844-612-4956**  
**F: (212) 634-3946**

**Responsibility of Unit Owner**

**Due At Submission**

Description	Pay To	Amount	Paid
<b>Application Processing Fee</b>	Management	250.00	

**Responsibility of Unit Owner ( by check)**

**Due At Submission**

Description	Pay To	Amount	Paid
<b>Consumer Report Fee</b>	Management	50.00	

**Responsibility of Applicant**

**Due At Submission**

Description	Pay To	Amount	Paid
<b>Move In/Out Fee</b> Studios: \$500, One Bedroom \$1000	<b>304-324 Owners Corp</b>	0.00	

To avoid delays, it is important that the application is completed in its entirety. For example: all deposits and fees must be received by Management office

Please include the application number on the checks; all documents provided must be current, in pdf form; bank statements must include all pages; all references must be in pdf form, dated and signed; any additional income or bonuses stated in the application must be supported by documentation.

**Employment letters must be typed on company letterhead, dated and signed.**

All sections in the application must be filled out in its entirety.

Supporting documents for submission for Applicant AND Guarantor (If the guarantor is used). If any of below supporting documents are not available, Exceptions can be requested with reasons provided.

- TWO months of bank statements ( please provide all pages including the blank page)
- TWO months of investment statements ( If there is an investment account, please provide all pages including the blank page)
- TWO months retirement account statements ( If there's a retirement account, please provide all pages including the blank page )
- Landlord/Management Agent reference letter ( If you are currently living at home, please also upload a letter stating you have been living at home since \_\_\_\_\_, and if you are paying any rent, if no rent, just state no rent)
- ONE Personal reference letter
- W2 forms
- Most Recent 2 years of Tax Return ( must be dated and signed)