

(4) _____

(3) Index/Docket No. _____

Petitioner(s)/Landlord(s)

-against-

**NON PAYMENT PETITION TO
RECOVER POSSESSION OF REAL
PROPERTY**

(5) _____

Respondent(s)/Tenant(s)

THE PETITION OF (6) _____ owner and landlord of the premises alleges that:

1. The undersigned is the owner/landlord of the premises claimed herein and the petitioner in this action.

2. Respondent(s) (7) _____ is/are the tenant(s) of said premises who entered into possession thereof under (8) _____ rental agreement made on or about (9) _____ between respondent(s) and the landlord (landlord's predecessor), wherein respondent(s) promised to pay to landlord as rent (10)\$ _____ each month in advance on the (11) _____ day of each month.

3. Respondents are now in possession of said premises.

4. The premises from which removal is sought are described as follows: (12) _____ which is situated within the territorial jurisdiction of this court.

5. Pursuant to said agreement there was due to landlord from respondent tenant(s) rent as follows:

(13) (Month) _____, 20 ____ (Amount) \$ _____, (Month) _____, 20 ____ (Amount) \$ _____,
(Month) _____, 20 ____ (Amount) \$ _____, (Month) _____, 20 ____ (Amount) \$ _____,
(Month) _____, 20 ____ (Amount) \$ _____, (Month) _____, 20 ____ (Amount) \$ _____,
(Month) _____, 20 ____ (Amount) \$ _____, (Month) _____, 20 ____ (Amount) \$ _____,

Respondent/Tenant(s) have defaulted in the payments thereof, and the total rent in arrears is (14) \$ _____.

6. Said rent having been duly demanded from the respondent(s) since same became due:

(15)

- Personally by the landlord/owner.
- By the service of a written three(3)-day demand for rent on the respondent(s).

7. Respondent(s) hold over and continue in possession of premises without landlord's permission after said default.

(16)

- The landlord is in full compliance with the Emergency Tenant(s) Protection Act of 1974 (ETPA), as amended, and the rent demanded is not greater than the maximum rent permitted by law.
- The premises are subject to rent control and the rent demanded herein does not exceed the maximum rent prescribed by the New York State Division of Housing and Community Renewal (DHCR).
- The premises are presently subject to ETPA, as amended, because: _____

_____ and the owner of the premises: has registered rents and services with the DHCR pursuant to ETPA and the tenant(s) Protection Regulations promulgated thereunder; is in compliance with ETPA; and the rent demanded herein does not exceed the legal regulated rent permitted the owner under said Law, Regulations, and appropriate Rent Guidelines Board Orders.

The apartment is not subject to rent control by reason of:

- The premises are located in a community which has not adopted ETPA.
- The building in which the premises are located was constructed after December 31, 1973.
- The building in which the premises are located has less than 6 units.

Petitioner requests final judgment: awarding possession of the premises to the petitioner/landlord; issuance of a warrant to remove respondent(s) from possession thereof; judgment for rent in arrears against respondent Tenant(s) for **(17)** \$ _____; interest from **(18)** _____, 20 _____; costs and disbursements herein.

(19) Dated: _____

(20) Petitioner _____ / _____
 Signature Type or Print Name

STATE OF NEW YORK, COUNTY OF **(21)** _____ ss: The undersigned

(22)

- Petitioner
- Attorney for petitioner (petitioner is not within the county in which deponent's office is located)
- Agent for petitioner

Being duly sworn states: That deponent has **read /heard** the petition, and the contents of the petition are true to deponent's own knowledge except as to those matters which are alleged on information and belief, and as to them deponent believes them to be true.

(23)

 (Signature)

 (Print or Type Name)

(24)
 Sworn to before me this _____ day
 of _____, 20 _____
 _____ Notary Public