



NEW YORK APARTMENT LAW

insider

Building Compliance Simplified

JANUARY 2026

IN THIS ISSUE

FEATURE

Charging Extra Fees for Items or Services—
What's OK, What's Not 1

DEPARTMENTS

MANAGEMENT BASICS

Provide Annual Stove Knob Cover Notices by
Jan. 16 8

File Annual Drinking Water Storage Tank
Inspection Results with DOHMH by Jan. 15 10

ANNUAL INDEX 13

BUILDING MANAGEMENT CALENDAR 15

Charging Extra Fees for Items or Services— What's OK, What's Not

Recent laws not only restrict certain fees,
but also require you to disclose all fees up
front.

You may believe you have a right to charge extra fees to residential tenants for certain items or services. For example, you may want to charge your tenants a fee for paying rent late or for taking over use of the elevator when moving furniture into

their apartments. But it's important to know which items or services you can charge fees for—and which ones you can't.

For rent-stabilized or rent-controlled tenants, the Division of Housing and Community Renewal

If this issue was forwarded to you by a colleague, we'd love for you to become a subscriber.

SUBSCRIBE TODAY to get direct access to exclusive content, updates, and insights tailored just for you – delivered straight to your inbox every month!

Visit: www.apartmentslawinsider.com



(DHCR) doesn't permit you to charge extra fees whenever you want to. And, if you make a mistake, the DHCR could find you've collected a rent overcharge and order you to refund not only the overcharge but also triple damages. In its Lease Rider for Rent-Stabilized Tenants, the DHCR includes lists of specific fees it considers to be either "lawful" or "unlawful." A copy of the DHCR Lease Rider form can be found online at <https://hcr.ny.gov/system/files/documents/2024/10/ra-lr1-10-2024-fillable.pdf>.

As discussed here, for unregulated tenants, there are fewer restrictions although some fees are also specifically prohibited or limited by law.

Fees That Are Allowed

You may charge extra fees to tenants, including rent-stabilized tenants, for the following items or services:

Late payment of rent. You may charge a late fee to a rent-stabilized tenant who

pays the rent late. But you must meet two conditions:

1. The tenant's vacancy and renewal leases must give you the right to charge a late fee. There must be a clause in the original lease that authorizes the collection of a late fee; and
2. The amount of the fee must be reasonable. The DHCR's Lease Rider states that late fees can be no more than the lesser of \$50 or 5 percent of the monthly rent currently being charged and collected. See also *Matter of Ford*: DHCR Adm. Rev. Docket No. IS410013RK (Nov. 2021), where the DHCR applied this late fee cap.

You may also charge a late fee to an unregulated tenant who pays rent late. Including specific information in the original lease may help avoid misunderstandings or disputes. In one case, *Hillside Park 168, LLC v. Benjamin* (App. T. 2 Dept. 2019), a small claims court ruled that a 5 percent late fee for unpaid rent was unenforceable as against public policy.

BOARD OF ADVISORS

Dov Treiman, Esq.

Chairperson —
ALI Board of Advisors
Landlord-Tenant Managing Partner
Adam Leitman Bailey, P.C.
New York, NY

Lewis Barbanel

Barberry Rose Management
Woodmere, NY

Erez Glambosky, Esq.

Rivkin Radler LLP
New York, NY

Martin J. Heistein, Esq.

Belkin Burden Goldman, LLP
New York, NY

Alan Kucker, Esq.

Kucker Marino Winiarsky & Bittens LLP
New York, NY

Todd Nahins, Esq.

Borah, Goldstein, Altschuler,
Nahins & Goidel, PC
New York, NY

William J. Neville, Esq.

Mitofsky Shapiro Neville & Hazen, LLP
New York, NY

Karen Schwartz-Sidrane, Esq.

Sidrane, Schwartz-Sidrane,
Perinbasekar & Littman LLP
Rockville Centre, NY

Peter Schwartz, Esq.

Graubard Miller
New York, NY

Howard Stern, Esq.

Law Offices of Howard Stern
White Plains, NY

Niles Welikson, Esq.

Horing Welikson & Rosen, PC
Williston Park, NY

Michael Wolfe

Wolfe Realty Services
Staten Island, NY

Joe Zitolo

Lemle & Wolff, Inc.
Bronx, NY

Editor: Eileen O'Toole, Esq. **Executive Editor:** Heather L. Stone **Creative Director:** JC Pearmain

CEO & Publisher: Mark Ziebarth **Advertising Sales:** Andrea Stowe **Marketing Director:** Peggy Mullaney

NEW YORK APARTMENT LAW INSIDER [ISSN 0898-2961 (PRINT), 1938-3134 (ONLINE)]
is published by The Habitat Group, 15 Shaw Street, New London, CT 06320.

Volume 46, Issue 9

SUBSCRIPTIONS/CUSTOMER SERVICE: To subscribe or for assistance with your subscription, call 800-519-3692 or go to our website, www.ApartmentLawInsider.com.
Subscription rate: \$370 for 12 issues.

TO CONTACT THE EDITOR: Email: hstone@TheHabitatGroup.com. Call: Heather Stone at 212-812-8436. Fax: 212-228-1308.

TO PLACE AN ADVERTISEMENT: Please contact Andrea Stowe at andrea@plainlanguagemedia.com or call 888-729-2315, ext. 316.

DISCLAIMER: This publication provides general coverage of its subject area. It is sold with the understanding that the publisher is not engaged in rendering legal, accounting, or other professional advice or services. If legal advice or other expert assistance is required, the services of a competent professional should be sought. The publisher shall not be responsible for any damages resulting from any error, inaccuracy, or omission contained in this publication.

© 2026 BY PLAIN LANGUAGE MEDIA, LLP All rights reserved. No part of Apartment Law Insider may be reproduced, distributed, transmitted, displayed, published, or broadcast in any form or in any media without prior written permission of the publisher. To request permission to reuse this content in any form, including distribution in educational, professional, or promotional contexts, or to reproduce material in new works, or for custom reprints, e-prints, or logo licensing, please contact Heather Stone at 212-812-8436 or hstone@TheHabitatGroup.com.

the HABITAT group

“
**YOU MAY NOT
RUN A CRIMINAL
BACKGROUND
CHECK UNTIL
AFTER YOU’VE
MADE A BINDING
RENTAL OFFER.**
”

Legal fees. An owner may collect “reasonable” attorney’s fees from a tenant only if a lease clause permits this and only if there is a court or administrative determination in the owner’s favor as the “prevailing party” in a landlord-tenant action or proceeding. See *Moore v. Beautiful Spaces* (App. Div. 1 Dept. 2021), where owner was awarded attorney’s fees based on tenant’s breach of lease provisions.

The DHCR’s Lease Rider states that legal fees can be recovered from a rent-stabilized tenant only if ordered by a judge.

Application fee limitations. New York Real Property Law (RPL) §238-a permits owners to charge a maximum of \$20 to prospective residential tenants for rental application fees to cover background/credit checks, but must waive this fee if the applicant provides a recent (within 30 days) screening report. The law applies broadly but has exceptions for co-op/condo board fees and when agents are hired by tenants. The \$20 application fee cap also applies to licensed brokers acting as agents for the owner, and to sublessors.

The DHCR’s Lease Rider also states that reasonable fees for a background check for a tenant applicant cannot exceed \$20 per tenant. However, the DHCR’s Lease Rider also points out that fees for background checks cannot be charged to rent-stabilized tenants already in occupancy, or to the existing tenant for a background check on a prospective roommate or additional family member.

A note on timing: The Fair Chance For Housing Act (NYC Admin. Code §8-102a, added by NYC L.L. 24/2024), which took effect on Jan. 1, 2025, and which applies to all units in NYC multiple dwellings, created a new category of exemption from rental discrimination by enacting restrictions on the use of criminal background checks. Among other things, this law provides that a landlord may not run a criminal background check at all until after having made a binding

rental offer that can be revoked only based on a criminal background check conducted in accordance with the fair chance housing process set forth in the statute or based on an unrelated material omission, misrepresentation, or change in the qualifications for tenancy that were not known at the time of the conditional rental offer.

Returned rent checks. Effective Oct. 16, 2025, New York’s Real Property Law §238-a(2-a) prohibits landlords from charging residential tenants a fee for a dishonored rent check in excess of the actual costs or fees incurred by the landlord as a result of the check being dishonored for insufficient funds. RPL §238-a(2-a) also states that a landlord may not demand a dishonored check fee unless such payment, fee, or charge is provided for in the parties’ lease or rental agreement. The new law also applies to sublessors in connection with subtenant rent payments.

Sublet request processing fees and permitted rent increases. Tenants are permitted under Real Property Law (RPL) §226-b to request permission to sublet their apartments. The RPL provision makes no mention of fees payable to an owner for granting permission to sublet or to process a sublet request application. The DHCR has indicated that an owner can charge a reasonable fee to process a rent-stabilized tenant’s sublet request if the tenant’s lease allows for the fee and stipulates the expenses involved.

In one scenario where a landlord sought guidance from the DHCR, a rent-stabilized tenant asked the owner for permission to sublet and his lease said that if a sublet was granted, the tenant agreed to pay the owner a fee equal to one month’s rent, for bookkeeping and other expenses. The owner asked the DHCR if this lease clause was enforceable.

In an opinion letter by Michael Rosenblatt, dated Nov. 22, 2004, the DHCR

pointed out that in another case, the court permitted an owner to charge \$250 as a reasonable application fee when the tenant sublet his apartment. In that case, the owner required letters of reference, a credit check, a copy of the sublease, and an interview with the proposed subtenant. The case didn't discuss bookkeeping expenses, and here, the tenant's lease didn't explain what the other expenses were. So in this scenario, if the owner charged the tenant a full month's rent as a sublet fee, it could constitute a rent overcharge.

Rent control regulations allow an owner to apply to the DHCR for a sublet allowance of 10 percent above the tenant's rent (CRER §2202.6). And if the owner applies for a sublet allowance, a rent-controlled tenant who sublets a furnished unit may apply to the DHCR for an appropriate rent increase. The amount of the increase, if any, that the DHCR may authorize will depend on the value and condition of the furniture.

An owner may collect a sublet rent increase from a tenant in occupancy under a rent-stabilized renewal lease in an amount set annually by the NYC Rent Guidelines Board. If a rent-stabilized tenant sublets an apartment fully furnished, the tenant may charge an additional rent increase for the use of the furniture, in an amount not exceeding 10 percent of the legal rent (RSC §2525.6). Neither a landlord nor a tenant can demand "key money" from a proposed subtenant of a rent-regulated unit, as this would constitute a rent overcharge.

Lease transfer fee. What happens if a rent-stabilized tenant asks to transfer to a different apartment before the end of the lease and get a new lease for the apartment? The DHCR has ruled that if you grant the tenant's request, you can charge the tenant a lease transfer fee. In *North Carolina Leasing Co.* (DHCR Adm. Rev. Docket No. IH210100RO (July 1999)), the owner had charged the tenant a \$175

lease transfer fee. The tenant challenged this fee by filing a rent overcharge complaint with the DHCR. But the DHCR ruled that lease transfer fees aren't rent—so charging such a fee didn't amount to a rent overcharge.

Window guard fees. Fees for window guards, limited to \$10 per guard for rent-stabilized tenants, may be collected, as detailed in DHCR Fact Sheet #25, found online at <https://hcr.ny.gov/system/files/documents/2020/11/fact-sheet-25-11-2020.pdf>.

Smoke alarms, carbon monoxide detectors, and natural gas detectors. Fees for these alarms are regulated under NYC law. Generally, the owner pays for the initial installation while tenants are responsible for costs associated with maintaining these detectors. Owners are responsible for ensuring that new tenants have properly operating detectors and should check them before a tenant moves in to determine if they need replacement or repair. If a new detector is required, an owner may collect up to \$25 from the new tenant toward the cost (NYC Admin. Code §27-2045). The DHCR's Lease Rider acknowledges that these fees are collectible from rent-stabilized tenants.

Fees imposed by NYC agencies. The DHCR's Lease Rider acknowledges that fees such as those that may be imposed by HPD may be imposed on tenants if applicable.

Fees for apartment appliances. Rent "surcharges" collectible from rent-regulated tenants for air conditioners, washing machines, dryers, and dishwashers are regulated specifically by law, rules, and with consideration to various factors, including whether the appliances were installed by the landlord or tenant, whether the landlord or tenant pays for the electricity powering the appliances, whether collection of any surcharge had been

waived over time, and what current rates have been set by the DHCR.

Collectible rent surcharges and other rules concerning air conditioners, washing machines, dryers, and dishwashers are detailed in:

- DHCR's Operational Bulletin 84-4 (Air Conditioning Surcharges), found online at <https://uxp-pd-cms-gm-fqdagrdecrd0gk.a02.azurefd.net/media/o5vdqxn2/operational-bulletin-84-4-supplement-1-annual-update-40.pdf>;
- DHCR Fact Sheet #27 (Air Conditioners), found online at <https://hcr.ny.gov/system/files/documents/2024/11/fact-sheet-27-11-2024.pdf>; and
- DHCR Operational Bulletin 2005-1, found online at <https://hcr.ny.gov/system/files/documents/2025/02/operational-bulletin-2005-1-supplement-4.pdf>.

Editor's Note: For more information, see *How to Collect Higher Monthly Surcharges for Tenant-Installed Appliances*, in the *Insider*'s March 2025 issue.

Fees for sub-metering or other utility services. Fees for electrical sub-metering are regulated specifically for rent-regulated tenants, and are detailed in DHCR Operational Bulletin 2014-1 (Conversion from Master to Individual Metering of Electricity), found online at <https://hcr.ny.gov/system/files/documents/2018/11/orao20141.pdf>.

GIVE TENANT LIST OF ALL POTENTIAL FEES BEFORE LEASE SIGNING

Effective June 14, 2025, the NYC Fairness in Apartment Rental Expenses (FARE) Act requires owners to provide tenants with a clear breakdown of any fees the tenant may be responsible for before a lease is signed. This disclosure, which must be itemized and detailed, is intended to make the rental process more transparent. The disclosure must be signed by the tenant prior to execution of the rental agreement, and owners are required to keep these records for at least three years to comply with the law. A copy of this disclosure must also be provided to the tenant for their records.

Fees That Aren't Allowed

Don't charge extra fees for the following items or services:

Landlord's real estate brokerage fees.

Effective June 14, 2025, the FARE Act makes owners, rather than residential tenants, responsible for covering broker fees when the owner hires a real estate broker. The FARE Act requires owners who hire brokers to pay the associated fees, which tenants had previously been responsible for.

The FARE Act also prohibits owners from requiring tenants to work with specific brokers, such as those representing both sides of a deal, a practice known as dual agency.

Owners or brokers who don't comply with the FARE Act face significant financial penalties. Initial violations carry fines of up to \$1,000, while repeat offenses within a two-year window can result in fines of \$2,000. Failing to meet the disclosure requirements is treated as a separate violation, with \$500 for the first violation and not more than \$1,000 for each subsequent violation occurring within a two-year period. Additionally, tenants have the legal right to sue owners in a civil action if they are improperly charged fees that violate the act.

Beyond the FARE Act, it's illegal for owners themselves to charge tenants fees for rent-stabilized units. Neither the owner nor the owner's employee may collect a finder's fee or brokerage commission in connection with a rent-stabilized lease.

Pet registration fees.

The DHCR Lease Rider prohibits charging a "pet security deposit," or proposing fees for a service animal or that are in violation of fair housing law. In an opinion letter dated Sept. 9, 2003, the DHCR also stated that the Rent Stabilization Code didn't permit any rent increase for pets. The owner had charged the rent-stabilized tenant an annual pet registration fee of

“
**DISPUTES
OVER FEES FOR
ADDITIONAL KEYS
ARE COMMON IN
RENT-REGULATED
BUILDINGS.**
”

\$25 for each dog or cat, and the tenant asked the DHCR if this constituted a rent overcharge. The DHCR suggested that if the tenant's lease allowed pets, or if the tenant had kept a pet openly for more than three months so that there was a waiver of any "no-pet" lease clause, a pet registration fee would constitute an improper rent increase.

Use of service elevator during move-in. An owner cannot charge a fee to rent-stabilized tenants for using the elevator when they move into their apartments. The DHCR would consider such a fee to be an unlawful rent overcharge.

In one case, where a tenant complained of a reduction in services when the owner started charging tenants a fee for their use of the building's service elevator, the district rent administrator ruled for the tenant finding this restriction on the tenants' use of the service elevator to be a reduction in required services. And the tenants' leases discussed only use and notice requirements for the elevator. A fee for elevator use wasn't mentioned [RFD 77th St., LLC: DHCR Adm. Rev. Docket No. OC410098RO, Nov. 2000].

Lobby door key, key deposit. You can't charge rent-stabilized tenants a key deposit even if you're careful to return the deposit when they return their keys. In one case, an owner installed new mailboxes in its building and required all tenants to deposit \$10 for a mailbox key. The owner said that the deposits would be refunded when tenants moved out. A rent-stabilized tenant asked the DHCR if this was allowed. In an opinion letter by Charles Goldstein dated Oct. 10, 2003, the DHCR said no. Under DHCR policy, owners can't charge tenants a fee for a front door building key because this was a required service. Similarly, mailbox access was a required service, and landlord can't ask tenants to pay a deposit for mailbox keys.

Disputes over fees for additional keys are common in rent-regulated buildings, particularly with the replacement of metal keys with electronic keys or key fobs. In *Matter of 150 Park, LLC v. DHCR* (App. Div. 2 Dept. 2025), rent-stabilized tenants complained of a reduction in building-wide services when landlord changed the front entrance door lock from a traditional lock to a door lock mechanism that used non-duplicable keys and refused to provide a sufficient number of the new keys to tenants. Landlord also charged tenants between \$50 and \$250 per additional key. The DHCR ruled for tenants and ordered a rent reduction based on a reduction in required services. A court and appeals court denied landlord's appeal of DHCR's decision, finding that it had a rational basis.

In another case, *Matter of 57 Elmhurst, LLC v. DHCR* (App. Div. 2 Dept. 2025), rent-regulated tenants complained to the DHCR that the landlord failed to provide a sufficient number of non-duplicable building entry keys to certain apartments in the building after changing the entry door locks. Some tenants also were asked to sign new leases to include additional household members as a condition for receiving additional keys, and some of the tenants were asked to pay for each additional key. The DHCR ruled for the tenants, finding a reduction in building services, reducing their rents, and directing the landlord to restore required services. A court and appeals court again upheld the DHCR's decision.

Roommate fee. You can't charge a rent-stabilized tenant a fee for having an additional occupant in the apartment. In one case, *Decatrel v. Metro Loft Management LLC* (2010), a tenant sued the owner, claiming that the owner collected unlawful application and administrative fees when the tenant brought in a roommate. The court denied the owner's motion to dismiss the case. Charging

“
**YOU CAN’T
CHARGE A RENT-
STABILIZED
TENANT A FEE
FOR HAVING AN
ADDITIONAL
OCCUPANT IN
THE APARTMENT.**
”

these fees posed an unlawful restriction on occupancy, in violation of the roommate law, Real Property Law §235-f. This ruling seems likely to also be more generally applicable to unregulated tenants, since the roommate law permits tenants to have additional non-tenant occupants living with them.

But note that you may be able to collect a rent increase from a rent-controlled tenant for having an additional occupant in the apartment. Section 2202.6 of the city’s Rent and Eviction Regulations (which applies to rent-controlled apartments) allows you to get a rent increase from a rent-controlled tenant if, since March 1, 1959, there has been an increase in the number of adult occupants in the apartment who aren’t members of the tenant’s immediate family.

Conditional preferential rents. Owners may set a monthly preferential rent, at a rate lower than the legal regulated rent, for rent-stabilized tenants. But conditioning the continuation of a preferential rent on “on-time rent payment” of monthly rent and terminating the preferential rent upon late payment of rent is not allowed. The DHCR will consider this a rent overcharge and will reduce the legal regulated rent to the amount of the conditional preferential rent.

The DHCR Lease Rider also identifies some additional unlawful fees for rent-stabilized tenants concerning:

Air conditioners. Effective Nov. 21, 2022, surcharges for tenant-installed air conditioning units are prohibited if the tenant pays for the electric utility service. Fees for owner-installed air conditioner brackets also are prohibited.

Fees for damages by rent-regulated tenants. The DHCR’s Lease Rider provides that fees including but not limited to damage fees, repair fees of any kind including those incurred for removal of municipal violations, painting fees, cleaning fees, and other fees not established by or in excess of the amount allowed by the rent regulations or other municipal regulations are prohibited. The Lease Rider further states, “Please note that the inappropriateness of imposing these fees through the lease may not necessarily prevent an owner from independently seeking other relief in court for objectionable conduct or damages.”

DHCR rent registration fees. The DHCR’s Lease Rider states that the \$20 fee that must be paid by owners to the municipality for each stabilized apartment cannot be passed along as a fee to the tenant.

MANAGEMENT BASICS

Provide Annual Stove Knob Cover Notices by Jan. 16

And retain related records or risk facing a Class B hazardous violation.

Stove knob covers make the knobs on gas-powered stoves inaccessible to children and can be an important fire prevention tool. Local Law 117, which became effective in December 2018, requires that an owner of multiple dwellings provide stove knob covers for gas-powered stoves where the owner knows, or reasonably should know, that a child under 6 years of age resides. Since then, changes to the law, as a result of Local Law 44 of 2022, have added that tenants may request, in writing, either stove knob covers or permanent stove safety knobs with integrated locking mechanisms for gas-powered stoves.

Annual Notice Requirements

In addition to providing these covers or safety knobs, the owner must send tenants an annual notice. We've prepared a Model Notice: Annual Stove Knob Cover Notice, that includes the option for permanent stove safety knobs with integrated locking mechanisms. The notice must inform tenants that:

- Stove knob covers will be made available within 30 days of distributing the annual notice;
- The owner must provide stove knob covers to any household that requests them, regardless of whether a child resides in the unit; and
- Tenants can forgo stove knob covers through written refusal to the landlord.

If a tenant doesn't submit written refusal to the owner, the owner is still

obligated to provide stove knob covers to any household where the owner knows, or reasonably should know, that a child under age 6 resides.

HPD provides sample copies of the Annual Stove Knob cover Notice in English as well as 10 additional languages (Spanish, Arabic, Bengali, Chinese, French, Haitian-Creole, Korean, Polish, Russian, and Urdu) at <https://www.nyc.gov/site/hpd/services-and-information/stove-knob-covers.page>.

Recordkeeping Obligations

Owners are required to keep for five years records of providing the annual notice, written tenant responses, a list of requests for stove knob covers or permanent stove safety knobs, and a list of units to which devices were provided. Owners must also document where requests were made but not provided because there was no available device that was compatible with the stove knobs. Owners are not required to submit these records to HPD unless HPD requests them.

Also, you aren't required to provide either device if you've already fulfilled two requests for replacement devices within the previous year, or if you haven't received a request for installation.

Violations

Failure to provide documented proof on the availability of stove knob covers upon request from HPD will result in a Class B hazardous violation. Exceptions will be granted to owners that provide documented proof that they've already

fulfilled two requests for replacement stove knob covers within the previous year or that there are no available stove

knob covers that are compatible with the knobs on their dwelling units' stoves.

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS OR PERMANENT STOVE SAFETY KNOBS WITH INTEGRATED LOCKING MECHANISMS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers or permanent stove safety knobs with integrated locking mechanisms for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which the owner knows or reasonably should know a child under 6 years of age resides when requested to do so in writing by the tenant, unless there is no available stove knob cover or permanent stove safety knobs with integrated locking mechanisms that is compatible with the knobs on the stove. Tenants may request stove knob covers or permanent stove safety knobs with integrated locking mechanisms by marking the appropriate box on this form. Tenants may also request stove knob covers or permanent stove safety knobs with integrated locking mechanisms even if they do not have a child under age 6 residing with them, by marking the appropriate box on this form.

The owner must make the stove knob covers available within 30 days of the written request by the tenant. If the tenant does not notify the owner, in writing, that the tenant requests stove knob covers, the owner will not make the stove knob covers available to the tenant. Please also note that an owner is required to provide replacement stove knob covers or permanent stove safety knobs with integrated locking mechanisms only twice within any one-year period. You may request stove knob covers or permanent stove safety knobs with integrated locking mechanisms by checking the appropriate box on the form below, and by returning it to the owner at the address provided.

Please complete this form by checking the appropriate box, filling out the information requested, and signing. Please return the form to the owner at the address provided by _____ (date):

Yes, I want stove knob covers or replacement stove knob covers for my stove.
 Yes, I want permanent stove safety knobs with integrated locking mechanisms for my stove.

There is a child under age 6 residing in my apartment:

Yes
 No

_____ (Tenant Signature) _____ (Date)

Print Name, Address, and Apartment Number:

Return this form to: _____ (Owner Address)

MANAGEMENT BASICS

File Annual Drinking Water Storage Tank Inspection Results with DOHMH by Jan. 15

Or risk a violation.

Drinking water tanks help deliver pressurized water to some buildings with more than six floors.

New York City has a set of laws in place requiring owners of buildings that use drinking water tanks to store or pressurize the building's drinking water to inspect and clean them at least once a year. The requirement to test these water tanks and report the results are intended to make sure these drinking water tanks are free of harmful bacteria that could make New Yorkers sick.

For the current cycle, the annual inspection and water quality (bacteriological) sampling for your drinking water tank must be conducted between Jan. 1 and Dec. 31, 2025. And the inspection report must be submitted by your certified water tank inspector by Jan. 15 of 2026.

The requirements apply to any tank used to store a building's drinking water. If the building has a dual-purpose water storage tank that includes a fire suppression system and a drinking water supply system, the tank must be inspected because some of the water is used as drinking water. Water tanks that are not covered by the NYC Department of Health and Mental Hygiene's (DOHMH) inspection and reporting requirement are ones that are separate from the drinking water supply system, such as a standalone fire suppression tank. Domestic hot water heating tanks are also not subject to this requirement.

Owners must ensure that the water tank inspector submits the results of

those inspections to the DOHMH by Jan. 15. We'll go over these requirements in detail.

Annual Inspection

Annual inspections must be conducted for all drinking water tanks that are used to store or pressurize a building's drinking water [NYC Health Code Article 141, §141.07; NYC Administration Code 17, §17-194]. According to the laws, a physical inspection of each drinking water tank includes the following:

- Assessing the condition of the internal and external tank structures, pipes, access ladders, roof, access hatches, and screen;
- Assessing the presence of pitting, scaling, blistering or chalking, rusting, corrosion and leakage, sediment, biological growth, floatable debris or insects, and rodent/bird activity in or around the tank; and
- Taking a bacteriological (coliform) sample and sending it to a NYS Environmental Laboratory Approval Program (NYS ELAP)-certified lab. Bacteriological means relating to bacteria.

The inspection results must be made available to the DOHMH by Jan. 15 of the following year and must be maintained by the building owner for at least five years.

If unsanitary conditions are found during the physical inspection, or if coli-

“
KEEP THE
INSPECTION AND
TEST RESULTS
FOR AT LEAST
FIVE YEARS.
”

form bacteria are found in a building's drinking water, the storage tank from which the sample was collected may be contaminated and require cleaning and disinfection. Any sample that indicates the presence of coliform bacteria, such as E. coli, must be reported to the DOHMH within 24 hours. Necessary corrective actions, such as cleaning and disinfection, must be taken immediately. The DOHMH may be contacted by email at water-tanks@health.nyc.gov.

Violations may be issued for failure to complete an annual inspection. Only a qualified water tank inspector is allowed to submit a drinking water tank inspection report to the DOHMH. The NYC Administrative Code and the Health Code defines a water tank inspector as the following:

- A licensed master plumber;
- A person who works under the direct and continuing supervision of such a licensed master plumber; or
- A licensed professional engineer or architect design professional.

Annual Cleaning and Disinfection

While the NYC Health Code §141.09 requires that drinking water storage tanks be cleaned if there's a positive bacteriological result that's attributed to the sanitary conditions of the tank, the NYC Plumbing Code Chapter 6, §606.5.4.5.3 requires all water tanks to be cleaned at least once a year. These cleanings must be completed only by a person or business with a valid permit issued by the Commissioner of Health and Mental Hygiene.

When a tank is cleaned, the water supply connections to and from the tank must be disconnected or effectively plugged. Then the tank is drained and cleaned. Before the tank can be put back in service it must be disinfected by washing the underside of the top, the bottom, and the walls with hypochlorite solution. The tank must then be filled with water and

the chlorinated water must remain in the tank for two hours. After two hours, the tank must be drained completely before refilling for regular use.

Chlorine levels must be taken to validate that the disinfectant levels are below EPA National Primary Drinking Water Regulations. Additionally, a post-cleaning coliform sample should be taken to validate the effectiveness of the disinfection and cleaning process.

A record of the disinfection and cleaning should be kept by the owner for a least five years and made available to the DOHMH within five business days.

Submitting Reports

The water tank inspector must submit the report on the DOHMH's online Drinking Water Tank Inspection Reporting system. To complete the form, the water tank inspector will need to register with a valid email address. After registration, partially completed reports can be saved and finished later. Multiple tanks at a single building must be included in the same inspection report submission.

If you own more than one building, you must ensure that a separate reporting form is submitted by the water tank inspector for each building with a unique Department of Buildings-issued BIN that uses a tank to store drinking water. For example, if a property owner owns three separate buildings, each with a unique BIN and each with a drinking water tank, the water tank inspector would need to file three separate reports.

Make Results Available to Residents

The NYC Health Code §141.07 requires an owner to post in an easily accessible location to residents in each building served by a drinking water tank a notice that inspection results are available upon request. Owners must keep inspection results and water quality test results for at least five years.

The notice must be placed in a frame with a transparent cover. The public notice must include the name, address, and phone number where inspection results can be requested. And upon receipt of a request, the owner or manager is

required make a copy of the inspection results available within five business days. For a sample notification sign, you can visit www.nyc.gov/assets/doh/downloads/pdf/environmental/watertank-inspection-sample.pdf

ANNUAL INDEX

If you missed any 2025 issues of the *INSIDER*, just log on to our website, www.ApartmentLawInsider.com. There, you can download PDFs of past issues from our Archive or click on the article titles below:

FEATURE ARTICLES

FEATURES

- Use 11-Point Checklist to Evaluate Occupant's Succession Claim
- Take 4 Steps When Tenant Withholds Rent
- How to Protect Yourself When Emergency Access Is Needed
- City Extends Gas Detector Law Deadline to 2027
- RGB Approves Rent Increases for 2025-26 Lease Renewals
- Agency Moves to Give Owners Digital Signage Option for Certain Required Notices
- City Agency Proposes Updates to Window Guard Rules
- Mitigating E-Bike Fire Risks: The Benefits & Costs of Installing an Outdoor Charging Cabinet
- The May 1 Compliance Crunch Deadline: What You Need to File and Install
- How to Collect Higher Monthly Surcharges for Tenant-Installed Appliances
- DHCR Updates Reasonable Cost Schedule for MCIs
- What You Need to Know About NYC's Fair Chance for Housing Act

MANAGEMENT BASICS

- Perform Indoor Allergen Hazard Inspections by Dec. 31
- Complete Annual Bedbug Reporting Requirement by Dec. 31
- Collect Higher A/C Rent Surcharge for 2025-26
- Know Your Heating Obligations as the 2025-2026 Heat Season Begins
- Large Building Owners Must Post Updated Energy Grades by Dec. 31
- How to Comply with NYC's Lead Paint Testing Law
- DOB Gives Extra Time for Emissions and Lighting Reports
- File 2025 Rent Registrations Online by July 31
- Cure Violations for Upcoming MBR Cycle for Rent-Controlled Apartments
- DOB Launches 2025 No-Penalty Inspection Program with Earlier Start Date
- File Real Property Income & Expense and Storefront Registry Statements by June 2
- Department of Buildings Clarifies Boiler Inspection Rules
- New Online Portal Streamlines Lead Exemption Applications
- How to Submit Applications for Updated J-51 Tax Relief Program
- DOF Publishes FY 2026 Tentative Assessment Roll
- Provide Annual Stove Knob Cover Notices by Jan. 16
- File Annual Drinking Water Storage Tank Inspection Results with DOHMH by Jan. 15

NEW LAWS & REGS

- Security Deposit Return Requirements Expanded to Cover Rent-Regulated Tenants
- New State Law Bans Landlords from Setting Rents via Algorithms
- DOB and FDNY Propose Amendments to City Rules
- HPD Proposes New Rules for Challenging Lead Violations from XRF Tests
- City Adopts Revised Window Guard Rules, Eases Some Compliance Burdens
- New Scaffolding and Sidewalk Shed Laws Will Extend Façade Inspection Intervals
- FARE Act Becomes Law, Shifts Broker Fees to Owners

DEPARTMENTS

DOS & DON'TS

- Don't Charge Rent-Stabilized Tenants for Water Even if Lease Says Otherwise

IN THE NEWS

- DOB Accepts Online Applications for Accessory Dwelling Units
- Landlord Groups React to Election of Mamdani as NYC's Next Mayor
- Responding to ICE Demands for Tenant Information
- NYC Mayoral Candidates Clash Over RGB Appointments, HPD Oversight
- NYC Water Board to Consider 3.7% Rate Increase for FY 2026
- City Pursues First Lawsuit Under Local Law 18 Against Short-Term Rentals
- NYC Comptroller Report Questions HPD's Heat Enforcement
- NYC Housing Chief Resigns Amid City Hall Turmoil
- Governor Pledges to Close Security Deposit Loophole for Stabilized Tenants
- NYC Public Advocate Releases 2025 Worst Landlords Watchlist
- DOT Releases E-Bike Charging Pilot Program Report
- NY Attorney General's Office Secures \$6.5M Settlement to Protect Tenants

LANDLORD v. TENANT

For highlights of the year's housing court, DHCR, and Environmental Control Board decisions, look on our homepage under Departments and click on [Landlord v. Tenant](#). For a complete database of case summaries of approximately 50 monthly landlord-tenant decisions going back 25 years, see the site of the Insider's sister publication, www.LandlordvTenant.com.

BUILDING MANAGEMENT CALENDAR

Key dates to add to your to-do list: Jan. 15 through Feb. 15, 2026.

1/15 THURS

Deliver 'Annual Notice: Lead Poisoning & Window Falls' to tenants.

Today is the last day to deliver the "Annual Notice: Protect Your Child from Lead Poisoning & Window Falls" to all tenants in your building.

Deliver fire & emergency safety plan to building employees and current occupants.

Today is the last day to distribute a copy of your building's fire & emergency safety plan (FEP) and annual stove knob cover notice to building employees and current occupants of every apartment if you opt to deliver the FEP with your "Annual Notice: Protect Your Child from Lead Poisoning & Window Falls." You don't have to deliver the FEP now if you distributed it to building employees and occupants in October 2025.

Submit annual drinking water storage tank inspection results to DOH.

Today is the last day to submit the annual water tank inspection result for the 2025 calendar year. If your building has a rooftop drinking water tank, make sure the water tank inspector has submitted inspection results to the NYC Department of Health and Mental Hygiene (DOH) by this date.

Protest 2025–26 real property tax assessment.

Today is the first day to apply to the city's DOF for a reduction of the 2025–26 tax assessment for your property. Applications for Class 2 and Class 4 properties can be filed up to and including March 1. Applications for Class 1 properties can be filed up to and including March 15.

1/16 FRI

Distribute annual stove knob cover notice to tenants.

This is the last day to distribute an annual stove knob cover notice. Owners are required to provide stove knob covers or permanent stove safety knobs with integrated locking mechanisms for gas-powered stoves where the owner knows or reasonably should know that a child under 6 years of age resides.

1/19 MON

Use Dr. Martin Luther King Jr. Day building schedule.

Dr. King's Birthday is a Service Employees' Union (Local 32BJ) contract holiday. It's also a Sanitation Department workers' holiday, which means there's no garbage pickup or street cleaning.

2/12 THURS

Use Lincoln's Birthday building schedule.

Lincoln's Birthday is a Sanitation Department workers' holiday, which means there's no garbage pickup or street cleaning.