

SPOT, FIGHT AND WIN A RENT OVERCHARGE COMPLAINT

FLIP THE SCRIPT

Stop Illegal Rent Hikes in Your Rent-Stablized Apartment



Get Your Rent History • Demand Triple Damages • RA-89 Explained

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INTRODUCTION



Rent stabilization laws were enacted to protect tenants in New York City. The law sets the rules on how much rent can rise, when increases are legal, and what rights tenants have to challenge abuse. And yet, even with these laws being in place since the 1960s, rent overcharges remain one of the most common problems affecting rent-stabilized tenants.

Why? Because landlords know the rules inside and out, and they count on tenants not knowing them at all.

Spend any time looking at cases before the Division of Housing and Community Renewal (DHCR), the New York State agency responsible for administering and enforcing the rent stabilization system in NYC, and the imbalance is glaring. Tenants routinely enter the process unaware of the rights that are supposed to safeguard them. Landlords, however, often know the rules inside and out or hire people who do. The system expects tenants to know their rights, but landlords have every incentive to keep them in the dark.

This manual exists to flip the script. If you've seen suspicious rent jumps; if your landlord's story doesn't match the numbers on your lease; or if you simply want to know what's real and what's not, read this guide. Rent stabilization isn't just a policy. It's a set of rights you can enforce. And the earlier you know them, the harder it is for your landlord to take advantage.

CHAPTER 1:

UNDERSTANDING RENT INCREASES IN RENT-STABILIZED APARTMENTS

Takeaways

- Always check your lease rider. It should show how your rent was calculated and whether increases are tied to RGB, IAs, or MCIs.
- If you suspect overcharge, request your rent history from DHCR.
- Since 2019, Landlords can't collect MCI or IA increases until DHCR approves them in writing.
- If you're paying preferential rent, that discounted amount is protected as long as you stay for tenancies and renewals entered into on or after June 14, 2019.

Living in a rent-stabilized apartment means you benefit from strong protections against sudden or unfair rent hikes. But “stabilized” doesn’t mean your rent never changes. The law allows certain increases, but landlords often rely on the complexity of these rules to justify bigger jumps than the law permits. This chapter explains the main categories of increases so you can recognize what is lawful and what isn’t.

Beyond Rent Guidelines Board (RGB) increases, there are limited situations where additional lawful increases are allowed. These include rent adjustments for major capital improvements (MCIs) that benefit the building as a whole, or individual apartment improvements (IAs) when significant new equipment or renovations

are installed. But even these must be added through a valid renewal lease. A landlord cannot simply demand a higher rent mid-term or without paperwork. Understanding when an increase is legal and when it's not gives you the tools to protect yourself.

The law also recognizes a few narrow exceptions where renewal rights don't apply, such as when the apartment is not your primary residence or when the owner plans a major building rehabilitation. But outside those circumstances, your right to renewal is automatic, even if your landlord has failed to register your apartment with DHCR.

ALLOWED INCREASE #1: RGB Increases for Lease Renewals and Vacancy Leases

When you live in a rent-stabilized apartment, your rent can only be raised under certain legal frameworks. The most familiar of these are the annual adjustments set by the Rent Guidelines Board (RGB). Each year, the RGB votes on the percentages that landlords can add to one- or two-year lease renewals. These percentages are the foundation of lawful increases, and they apply only when the landlord offers you a proper renewal lease.

Tenants have the right to renew their lease for either one or two years, at their choice. Only one guideline increase can be applied in any given guideline year, which runs from October 1 to September 30. If you notice that your landlord is trying to apply multiple increases within that window, that's a red flag.

The law recognizes a few narrow exceptions where renewal rights don't apply, such as when the apartment is not your primary residence or when the owner plans a major building rehabilitation. But outside those circumstances, your right to renewal is automatic, even if your landlord has failed to register your apartment with DHCR.

The landlord must provide a renewal offer between 90 and 150 days before your

current lease expires. If that window is missed, the law still protects you: you remain entitled to a valid renewal lease, and your legal regulated rent is determined as if the offer had been timely.

A failure to send a renewal offer, or sending one with the wrong terms, can be a warning sign that the landlord is trying to raise the rent outside the rules.

Before the Housing Stability and Tenant Protection Act (HSTPA) was passed in 2019, landlords could add an extra "vacancy bonus" whenever a tenant moved out, sometimes pushing rents up by double-digit percentages in one stroke. That practice is gone. Now, both renewal and vacancy leases are bound by the same annual RGB adjustments.

WHAT THIS MEANS FOR YOU:

YOUR LEASE RENEWAL PAPERWORK SHOULD CLEARLY SHOW THE NEW RENT CALCULATION AND REFERENCE THE GUIDELINE PERCENTAGE BEING USED. IF IT DOESN'T, YOU HAVE THE RIGHT TO QUESTION IT AND DEMAND CORRECTION.

ALLOWED INCREASE #2: Individual Apartment Improvements (IAls)

Sometimes landlords renovate apartments and then pass on part of the cost to tenants. These are called Individual Apartment Improvements, or IAls. The rules for IAls changed significantly in recent years to curb abuse.