



New York State DEPARTMENT OF STATE Division  
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(518) 474-4429 Albany, NY 12201-2001  
[www.dos.state.ny.us](http://www.dos.state.ny.us)

## **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.*

### **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 cannot 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 informed 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





NCS Home Properties, Inc.

275 Driving Park Avenue

Rochester, NY 14613

Office phone number:

(585) 434-4431

Fax number:

(585) 254-8121

### Rental Application

For Property: \_\_\_\_\_

Name(s): \_\_\_\_\_

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

Home Phone number: \_\_\_\_\_ Cell Phone number: \_\_\_\_\_

Date of birth: \_\_\_\_\_

(For credit purposes only)

How long at current address? \_\_\_\_\_ Rent amount \$ \_\_\_\_\_

Reason for moving? \_\_\_\_\_

Landlord's name and phone number: \_\_\_\_\_

(For landlord verification)

**Previous Address(s):** \_\_\_\_\_ Rent amount \$ \_\_\_\_\_

How long at this address? \_\_\_\_\_

Reason for moving? \_\_\_\_\_

Landlord's name and phone number: \_\_\_\_\_

### Who will be occupying the property?

Name(s): \_\_\_\_\_ Date of birth: \_\_\_\_\_ Relationship: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Employment information:

Employer: \_\_\_\_\_

Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

Monthly income: \_\_\_\_\_

Supervisor: \_\_\_\_\_

How long with this employer? \_\_\_\_\_

### Spouse or partner Employment information:

Employer: \_\_\_\_\_

Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

Monthly income: \_\_\_\_\_

Supervisor: \_\_\_\_\_

How long with this employer? \_\_\_\_\_

### Fixed income:

Please state if you are on a fixed income: (DSS, SSI, etc.) \_\_\_\_\_

Case #: \_\_\_\_\_

Case worker's phone number: \_\_\_\_\_

**Business or personal reference:**

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

NCS Home Properties, Inc.

Do you have any pets?

If so, what kind: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of an emergency, the following person should be contacted:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

The landlord is authorized to use the information provided herein to conduct any and all investigations as deemed prudent by the landlord.

I \_\_\_\_\_, declare that all of the above statements are true and correct. I hereby authorize verification of references given and a credit check.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\* \$10.00 Application Fee is required to process application and to pull credit report\*

\*\*\* Application fee is Non-Refundable \*\*\*



NCS Home Properties, Inc.

On the month of \_\_\_\_\_, day \_\_\_\_\_, of (year) \_\_\_\_\_,

I \_\_\_\_\_ authorized NCS Home Properties to contact my previous and or current landlord for any rental history on my behalf. This authorization is valid until further notice.

\_\_\_\_\_

\_\_\_\_\_

Signature of Applicant(s)

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

Printed name of Applicant(s)

\_\_\_\_\_

Date



NCS Home Properties, Inc.

Applicants Copy

APPLICATION BACKGROUND CHECK CRITERIA

NCS Home Properties Application Background check includes but is not limited to the following information:

Evictions

Felony Convictions

Landlord References

The following may affect the approval of your application:

Recent Evictions within 3 years

Multiple (2 or more) rental eviction history over a lifetime  
Including money owed or payment of judgment

Felony Convictions

Poor landlord reference or none at all

***In the result of a disputed eviction or conviction, NCS Home Properties will take an additional look at your supporting documentation AND review your application again.***

Thank you for your cooperation.

Management