



Bill de Blasio
Mayor

**Human Resources
Administration**
Department of
Social Services

Steven Banks
Commissioner

**Department of
Homeless Services**

Gilbert Taylor
Commissioner

**LIVING IN COMMUNITIES (LINC) I, II, AND III PROGRAMS
LANDLORD STATEMENT OF UNDERSTANDING**

Landlord Name: _____

Under the LIVING IN COMMUNITIES (LINC) Program (“Program”), the City of New York (“City”) pays directly to landlords a portion of the monthly rent for apartments (“LINC Rent Payment”) on behalf of the eligible LINC Program client (“Program Tenant”). The Program Tenant is responsible for payment to me, the Landlord, of a monthly rent contribution to cover the remaining portion of the rent under the Lease and Rider not covered by the LINC Rent Payment and a Public Assistance shelter allowance, if any.

As a condition of my participation in the LINC Program, I make the following commitments:

1. I understand that I will sign a one-year Lease and a LINC Standard Lease Rider in the form annexed as Exhibit A, that I am expressly prohibited from charging my Program Tenant any amount above the rent or fees stipulated in the Lease or Rider for the entire period of the Lease, regardless of changes in the Program Tenant’s family composition, and that “side deals” are specifically prohibited. I understand that if I do not honor this commitment, in addition to any remedies the Program Tenant may have, the City will have the right to bar me from any further participation in any City rental assistance program. I understand that remedies available to the Program Tenant may include the right to recover damages and, if the lease is for a rent-stabilized apartment, the Program Tenant may be entitled to treble damages.
2. I understand that I am solely responsible for providing heat and hot water at no additional cost to the Program Tenant, notwithstanding any provisions indicated in the Lease, and notwithstanding the installation of separate unit-based heating or hot water units in the Apartment.
3. I understand that the Program Tenant is automatically entitled to a self-executing renewal of the Lease for a second year at the same total monthly rent provided for in the Rider, provided that (a) funding for the LINC Program remains available and the Program Tenant has been found eligible by the City for a second year of the Program, or (b) the Program Tenant is able to pay his/her entire rent for a second year.
4. I understand that the Program Tenant is further automatically entitled to three additional one-year leases at the same total monthly rent provided for in the Rider, increased by a percentage no greater than that allowed at that time for one year leases for rent-stabilized apartments in New York City, regardless of whether the Apartment is subject to Rent Stabilization, provided that: (a) funding for the LINC Program remains available and the Program Tenant has been found eligible by the City for the applicable year of the Program, or (b) the Program Tenant is able to pay his/her entire rent for the applicable year.
5. I agree to provide the Program Tenant with keys to the Apartment at the time of the lease signing.
6. I understand that the Program Tenant is responsible for contributing an amount determined by the City towards the monthly rent and payment of that amount to me, the Landlord, on a monthly basis. For LINC I and II, this amount will remain the same for the first year of the lease. In the event of renewal of the Lease for a second year, the total monthly rent will remain the same, however the Program Tenant’s monthly contribution amount and the LINC Rent Payment will be adjusted per the terms of the Program, and the Landlord will be so notified. For LINC III, the Program Tenant’s monthly contribution amount may be adjusted per the terms of the Program during the first and any subsequent year(s). For any of the LINC programs, in the event of renewal of the Lease for subsequent years, the Program Tenant’s monthly contribution amount and the LINC Rent Payment will also be adjusted per the terms of the Program, and the Landlord will be so notified. In the event that the Program Tenant is not renewed for a second year or any subsequent year in the Program, either because the Program Tenant is no longer eligible or funding for the Program is no longer available, the Landlord will also be so notified.

7. I understand that if the Program Tenant leaves the Apartment due to an eviction or move, I, the Landlord, will notify the City by writing to LINC Rental Assistance Programs, 180 Water Street, 2nd Floor, New York, NY 10038 within five (5) business days and will return any pre-paid LINC Rent Payments to the City.
8. I understand that if any legal proceeding is commenced affecting the LINC Program tenancy or the Lease Rider, I, the Landlord, must provide written notice of the legal proceeding within five (5) business days of the occurrence of said event. Written notice of said event must be sent to LINC Rental Assistance Programs, 180 Water Street, 2nd Floor, New York, NY 10038.
9. I warrant and represent that if the Apartment is subject to Rent Stabilization, the rent provided in the Lease and Rider is at or below the lawful stabilized rent. I agree that in the event the rent is greater than the lawful stabilized rent, the Lease and Rider shall be amended to reflect the lawful stabilized rent without further action by me or the Program Tenant, and the City shall lower the LINC Rent Payment so that the full rent payable will not exceed the lawful stabilized rent. I also agree that the City may deduct from any LINC Rent Payments due to me, or to become due to me, any payments made in excess of the lawful stabilized rent.
10. I understand that if the Program Tenant terminates the Lease because I have materially violated the Lease or Rider, or obtains a money judgment against me directing me to disgorge any payments or other consideration I received for the Apartment, the City shall have the right to recoup any security deposit payments and/or pre-paid LINC Rent Payments made to me, and to bar me from any further participation in any City rental assistance program.
11. I understand that I must promptly notify the City if the landlord, owner of the subject premises, or the management company for the premises changes by writing LINC Rental Assistance Programs, 180 Water Street, 2nd Floor, New York, NY 10038.
12. I understand that I will promptly return to the City any overpayments, or any monies paid in error or made as a result of inaccurate, misleading or incomplete information submitted by me in connection with the LINC Program or as a result of my failure to comply with my obligations under this Landlord Statement of Understanding. Without limiting any of the City's remedies, I further understand that any rent overpayments made by the City may be recouped from subsequent LINC Rent Payments on behalf of the Program Tenant that may otherwise be due.
13. I understand that if uncashed rent checks become invalid, it is my responsibility to satisfy any of the City of New York's requirements for their reissuance.
14. I will cooperate fully with the City in its administration of the LINC Program.
15. I understand that the City is implementing the LINC Program in order to provide assistance to eligible individuals, including rental assistance of specified amounts, but that the Program is subject to and contingent upon funding appropriations. I further understand that the City is not providing a payment guarantee of any kind to any person or entity and is not entering into any contract or lease with, nor making any promise to, me, the Program Tenant, or any other person or entity in connection with the Program.

Required Signature

I have read and understand my obligations under this Landlord Statement of Understanding.

Date

Landlord's Signature

EXHIBIT A TO LANDLORD STATEMENT OF UNDERSTANDING
STANDARD LINC LEASE RIDER

LINC I, II, AND III PROGRAMS
RIDER TO APARTMENT LEASE

Rider to Apartment Lease between _____ and _____
(Landlord) (Program Tenant)

1. Landlord and Program Tenant agree that in the event of any conflict between the provisions of this Rider and the WRITTEN apartment lease (“Lease”), the provisions of this Rider shall prevail. Collateral agreements pertaining to the Lease and this Rider shall not be valid, shall have no legal effect on the Lease and this Rider and are not legally enforceable.
2. Program Tenant agrees that as a participant in the LINC Program (“Program”), Program Tenant authorizes the City of New York (“City”) to pay a portion of the Program Tenant’s monthly rent (over and above the Program Tenant’s monthly rent contribution) directly to Landlord (“LINC Rent Payment”).
3. Program Tenant is automatically entitled to a self-executing renewal of the Lease for a second year at the same total monthly rent provided for in this Rider, provided that (a) funding for the Program remains available and Program Tenant has been found eligible by the City for a second year of the Program, or (b) Program Tenant is able to pay his/her entire rent for a second year.
4. Program Tenant is further automatically entitled to three additional one-year leases at the same total monthly rent provided for in this Rider, increased by a percentage no greater than that allowed at that time for one year leases for rent-stabilized apartments in New York City, regardless of whether the Apartment is subject to Rent Stabilization, provided that: (a) funding for the Program remains available and Program Tenant has been found eligible by the City for the applicable year of the Program, or (b) Program Tenant is able to pay his/her entire rent for the applicable year.
5. Landlord acknowledges that the amount and duration of the LINC Rent Payment is subject to all applicable rules and requirements of the LINC Program.
6. If Landlord materially violates the Lease or this Rider, such material violation shall be grounds for Program Tenant to terminate the Lease.
7. Landlord agrees that he/she shall not demand, request, or receive any payments or other consideration from Program Tenant, or any member of Program Tenant’s household or any other public or private source, for the LINC Program Dwelling Unit (“Apartment”) beyond that authorized in the Lease and this Rider, notwithstanding any written or oral agreement to modify any provisions of the Lease and this Rider. A violation of this paragraph seven (7) shall be deemed a material violation of the Lease and this Rider. Landlord understands that in the event of any breach of this provision, in addition to any remedies Program Tenant may have, the City shall have the right to bar Landlord from further participation in any City rental assistance program. Remedies available to the Program Tenant may include the right to recover damages and, if the lease is for a rent-stabilized apartment, the Program Tenant may be entitled to treble damages.
8. If Program Tenant terminates the Lease because of Landlord’s material violation of the Lease or this Rider, or obtains a money judgment against the Landlord directing Landlord to disgorge payments or other consideration for the Apartment in excess of the Program Tenant’s monthly rent contribution authorized in the Lease and this Rider, the City shall have the right to recoup any security deposit payments and/or pre-paid LINC Rent Payments made to the Landlord, and to bar Landlord from further participation in any City rental assistance program.
9. Landlord shall supply (a) heat as required by law and agreed to under this Rider, and (b) hot and cold water for the Apartment’s bathroom(s) and kitchen sink. Program Tenant may enforce his/her rights under the warranty for habitability under the terms of the Lease, this Rider and applicable laws. Landlord agrees that heat and hot water are the Landlord’s obligations to pay, notwithstanding any provisions indicated in the Lease, and notwithstanding the installation of separate unit-based heating or hot water units in the Apartment. Failure by Landlord to pay heat and hot water costs shall be deemed a material violation of the Lease and this Rider.
10. Landlord represents that Landlord _____ has complied or _____ will comply [initial as appropriate] with the applicable provisions of the New York City Childhood Lead Poisoning Prevention Act, New York City Local Law 1 of 2004 including, but not limited to, performing the turnover requirements mandated by NYC Administrative Code 27-2056.8. _____ (initial here). Landlord agrees that, upon Program Tenant’s request, Landlord will provide Program Tenant with the documents demonstrating that Landlord has performed the above-referenced turnover requirements (“turnover documents”), for the Apartment.
11. Program Tenant acknowledges that he/she may request turnover documents from Landlord _____ (initial here).
12. Landlord represents that Landlord _____ has provided or _____ will provide [initial as appropriate] Program Tenant with (a) the NYC Administrative Code 17-179(b) pamphlet prepared by the New York City Department of

Health and Mental Hygiene that explains the hazards associated with lead-based paint, and (b) the written results of the investigation of Program Tenant's Apartment mandated by NYC Administrative Code 27-2056.4(a).

13. Landlord represents that Landlord _____ has complied or _____ will comply [initial as appropriate] with the applicable provisions of 40 Code of Federal Regulations Part 745 including, but not limited to, providing Program Tenant with (a) an EPA- approved lead-based paint hazard information pamphlet, and (b) any records or reports available to the Landlord pertaining to lead-based paint and/or lead-based paint hazards in Program Tenant's Apartment.
14. Landlord affirms and declares that Landlord is not in default of any obligation to the City including, but not limited to, taxes, assessments, water rates and sewer rents, which have been levied against Landlord or the premises or any property owned by Landlord.
15. Landlord affirms the property in which the Apartment is located has not been foreclosed upon, and that if any foreclosure proceedings are pending, Landlord has represented that fact to the City.
16. The LINC Rent Payment and Program Tenant's monthly rent contribution must be paid once per month, except for any portion of the Program's rent contribution that is covered by Program Tenant's Public Assistance shelter allowance, which will be paid by the City directly to the Landlord in two installments per month, if and so long as the Program Tenant is entitled to a shelter allowance. Landlord need not provide notice for Program Tenant to pay the rent, or for the City to make a LINC Rent Payment. Rent must be paid in full without deduction. A pro-rated share of the current month's rent, the entire rent for the first full month (unless the tenant has a contribution), the LINC Rent Payments for the next three months' rent, a security deposit voucher equal to one month's rent, and broker's fee (if applicable) will be provided when the Lease and this Rider are executed.
17. Landlord represents that the Apartment (check one)
 - is subject to Rent Stabilization.
 - is not subject to Rent Stabilization. _____ (initial here)
18. Landlord represents that the Apartment's State Division of Housing and Community Renewal's ("DHCR") building registration identification number is _____. _____ (initial here).
19. If the Apartment is subject to Rent Stabilization, the Landlord warrants and represents that the rent provided in the Lease and this Rider is at or below the lawful stabilized rent and that the DHCR registration number for these premises is accurately stated above.
20. If the Apartment is subject to Rent Stabilization, Landlord shall, unless Landlord has already done so, register the rent and services of the Apartment with DHCR, Attn: Rent Registration Unit, within thirty (30) days of renting the subject Apartment. If the Apartment is rented after it had been initially registered, Landlord shall register the rent and services with DHCR at the time of filing the annual registration.
21. If the Apartment is subject to Rent Stabilization, the "Rent Stabilization Rider for Apartment House Tenants in New York City" is incorporated herein by reference and is made part of the Lease.
22. Landlord warrants and represents that Apartment # _____ at _____ was leased to Program Tenant at a maximum total monthly rent amount of _____, as specified in the Lease on _____ directly prior to occupancy by Program Tenant.
23. Program Tenant and Landlord acknowledge that the City is implementing the LINC Program in order to provide assistance to eligible individuals, including rental assistance of specified amounts, but that the Program is subject to and contingent upon funding appropriations. Program Tenant and Landlord further acknowledge that the City is not providing a payment guarantee of any kind to any person or entity and is not entering into any contract or lease with, nor making any promise to Landlord, Program Tenant, or any other person or entity in connection with the Program.

24. If Program Tenant vacates the Apartment and/or any legal proceeding is commenced affecting the LINC Program tenancy or this Rider, Landlord must provide written notice of the Apartment vacancy and/or legal proceeding within five (5) business days of the occurrence of said event(s). Written notice of said event(s) must be sent to:

**LINC Rental Assistance Program
180 Water Street, 2nd Floor
New York, NY 10038**

LANDLORD

PROGRAM TENANT

Signature

Signature

Printed Name

Printed Name

Date

Date