



NEW YORK CITY HOUSING AUTHORITY
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RIGHT TO RETURN AGREEMENT: RELOCATED RESIDENTS

Lessee(s) (full name): _____

Original Apartment: _____
(address and unit)

Original Development: [Chelsea] or [Fulton]

Temporary Relocation Apartment: _____
(Development, address, and unit)

Phone Number: _____

Email Address: _____

PURPOSE: Lessee(s) occupied(s) (occupy) apartment _____ ("Original Apartment") as a tenant(s) Lessee(s) of NYCHA. Due to a planned redevelopment of the Original Development, and as provided in paragraph 9 of the Original Apartment Lease, Lessee may be required to vacate the Original Apartment at [_____] LOCATION], located at [_____] ADDRESS] ("Original Building" or "Original Development"). The Original Building, including apartments in the Original Building, is anticipated to be demolished and be replaced with one-for-one newly constructed apartments ("Replacement Apartment(s)") at the newly constructed building to be located on the site of the Original Development ("Replacement Building") through NYCHA's Permanent Affordability Commitment Together ("PACT") program, which utilizes the U.S. Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration ("RAD") program. NYCHA's development partner ("PACT Partner") will oversee the construction of the new Replacement Building as well as the temporary relocations of residents.

Lessee is temporarily relocating to and entering into a new lease, or has relocated to and entered into a new lease, at the location stated above, the (“Temporary Relocation Apartment”). As described below, eligible Lessees of the Original Development will have a right to return to a Replacement Apartment, subject to the conditions in this Agreement, when the construction of the Replacement Building is complete and it is ready to be occupied.

When the Replacement Building is ready to be reoccupied, NYCHA and the PACT Partner will offer Lessee the option to lease and occupy a Replacement Apartment under the following conditions:

1. Lessee is eligible for the right to return to a Replacement Apartment and is not subject to re-screening, income eligibility, or income-targeting pursuant to resident protections offered through the RAD program. Lessee must be up to date with required annual certifications and other public housing requirements (as applicable).
2. Lessee is not subject to a final administrative determination terminating their public housing tenancy or Section 8 voucher. This condition does not apply to individuals terminated from the Section 8 program solely for excess income.
3. Monthly rent will continue to be based on household income.
4. NYCHA and the PACT Partner will not charge lessee any fees associated with the move to the Temporary Relocation Apartment or a future move to the Replacement Apartment (see #10 below).
5. Lessee is responsible for any arrears or fees that the Lessee may owe connected to the Original Apartment and such arrears or fees will remain on the Lessee’s account as they move to the Temporary Relocation Apartment.
6. Lessee must update NYCHA with any changes in their contact information during the relocation period, to ensure NYCHA can contact them when the Replacement Building is ready to be reoccupied.
7. Lessee will be required to complete steps as NYCHA designates, including supplying income and household composition information, and completing transfer request forms, if they wish to move back to the Replacement Building, Lessee will not be required to undergo rescreening.
8. If someone other than Lessee has received NYCHA’s permission to succeed to Lessee’s lease or Section 8 voucher, then that person may request to lease and occupy the Replacement Apartment or another apartment in the Replacement Building. That person must also complete the steps outlined in paragraph 7 and meet all conditions of this Agreement if they wish to move back to a Replacement Apartment.

9. Under the PACT Program, the Lessee has the right to return to a Replacement Apartment. In the event that there are not enough appropriately sized apartments available at the Replacement Building because of a change in the Lessee's household composition, Lessee will have the right to remain in their Temporary Relocation Apartment until such time as that building is vacated prior to demolition, at which time NYCHA and the PACT Partner will identify an appropriately sized unit in a future Replacement Building.
10. NYCHA or PACT partner will pay moving expenses for the move to the Temporary Relocation Apartment and the return move to the Replacement Apartment.
11. Lessee may choose to stay in the Temporary Relocation Apartment, instead of transferring back to a Replacement Apartment, until such time as the Temporary Relocation Apartment building is vacated prior to demolition, at which point the Lessee will have a right to a Replacement Apartment in another Replacement Building. If Lessee does not accept NYCHA's offer to return to a Replacement Apartment within the timeframe NYCHA indicates for acceptance, once the Replacement Building is ready to be reoccupied, Lessee's right to return ends. Any later request by Lessee to return to the Replacement Apartment will be based on availability and NYCHA's standard transfer policies.

This Agreement survives for the duration of the Temporary Relocation, even if Lessee transfers or moves out of the Temporary Relocation Apartment before the Replacement Building is ready to be reoccupied. This Agreement is non-transferable and confers no rights or obligations on other parties, except as stated herein.

HEAD OF HOUSEHOLD _____
(*PRINT NAME*)

HEAD OF HOUSEHOLD _____
(*SIGNATURE*)

DATE _____
(*mm/dd/yyyy*)

CO-HEAD OF HOUSEHOLD _____
(*PRINT NAME*)

CO-HEAD OF HOUSEHOLD _____
(*SIGNATURE*)

DATE _____
(*mm/dd/yyyy*)

MANAGEMENT USE ONLY

Date Received: _____

New Apartment # Assignment: _____

Received By: _____

A translation of this document is available in your Property Management Office.
La traducción de este documento está disponible en su Oficina de Administración de Propiedades.
您所居住宅區物業管理處辦公室提供本文件的譯本。
您所居住宅区物业管理处办公室提供本文件的译本。
Перевод этого документа находится в Офисе управления вашего жилищного комплекса.