

CityFHEPS Landlord Information Form – Apartment Rentals

Unit Information

Address:	
Name of Owner:	

The unit indicated above (the "Unit") is being rented for at least a one-year period beginning on

_ and ending on: _

(the "Rental Agreement Start Date")

(the "Rental Agreement End Date")

The unit is being rented to: ____

(the "Program Participant")

Please read the Information Form carefully, complete all applicable fields, and sign in the space at the bottom.

Program Information

HRA will pay a portion of the monthly rent ("CityFHEPS Rental Assistance Supplement Amount") on behalf of the eligible CityFHEPS household to rent the Unit. If the Unit being rented by the Program Participant is within the five (5) boroughs of New York City, the Program Participant is responsible for paying any portion of the rent that is not covered by the CityFHEPS Rental Assistance Supplement Amount and their Cash Assistance (CA) shelter allowance, if any. If the Unit being rented by the Program Participant is outside of New York City, but within New York State, the Program Participant is responsible for paying any portion of the rent that is not covered by the CityFHEPS Rental Assistance Supplement Amount and their Public Assistance (PA) or Temporary Assistance (TA) shelter allowance, if any.

Any contractual relationship will be solely between each tenant participating in the program and such tenant's landlord participating in the program.

The CityFHEPS Landlord Requirements are set forth in Chapter 10 of Title 68 of the Rules of the City of New York and can be found in the CityFHEPS Landlord FAQ, available at <u>http://nyc.gov/dsshousing.</u>

CityFHEPS is similar to Section 8 in that, subject to the availability of funding, it provides assistance, including rental assistance in specified amounts, to landlords and tenants who want to form a landlord-tenant relationship.

Landlord Information

Please select one:

 \Box I am the Owner of the unit identified above.

- □ If renting a unit within New York City, I am the Registered Managing Agent for the unit identified above and have attached current proof of registration with HPD.
- □ I am authorized to sign this landlord information form and the lease on behalf of the owner of the unit identified above and have attached proof of such authorization.

Payment Information

Checks should be made payable to		on behalf of	
Relationship of Payee to Owner:			
Payee Phone Number:			
Checks should be mailed to the following address:			
Address:			
City:	State:	Zip Code:	

I understand that I will receive at least the first full month's rent up front.

If the Program Participant is moving into a new unit using CityFHEPS, I understand that I can also receive the following up-front payments (Please select):

□ 3 months of CityFHEPS Rental Assistance Supplement

If the Unit is being rented with the assistance of a broker, I represent that:

- (a) The owner is not the broker.
- (b) The owner will not receive any part of the broker's fee directly or indirectly from the broker.
- (c) The premises cannot be rented without the services of the broker below:

Broker:	
License Number:	
Address:	

Landlord Requirements

1. For all units:

I understand that before signing a lease for housing built before 1978, federal law requires me to provide the tenant with:

- (a) An EPA-approved information pamphlet on identifying and controlling lead-based paint; and
- (b) Any known information concerning the presence of lead-based paint or lead-based paint hazards in the home or building; and
- (c) An attachment to or language inserted in the lease that includes a "Lead Warning Statement" and confirms that I have complied with all notification requirements.
- 2. For units within New York City:
 - (a) In addition to 1. above, I understand that to the extent the provisions of Local Law 1 of 2004 are applicable, I must comply with them. To the extent such provisions are applicable, I must comply with New York City Administrative Code §27-2056.8 relating to duties to be performed in vacant units and with New York City Administrative Code §27-2056.4(c), by providing a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the Program Participant. This shall not be construed to impose any additional obligations other than those that already exist under Local Law 1.
- 3. In accordance with CityFHEPS program rules, I understand that I must:
 - (a) Comply with all applicable building and housing code standards and ensure that the Unit is habitable at the time of rental and during the Program Participant's tenancy;
 - (b) Deem CityFHEPS payments that are issued by the last day of the month as timely paid towards the Unit's rent for that month, regardless of any provisions in the lease to the contrary;
 - (c) Return any payments from the CityFHEPS Program to DSS for any period that the Program Participant was not residing in the Unit;
- 4. I make the following representations:
 - (a) I have the legal authority to rent out the Unit for the period covered by the lease or rental agreement.
 - (b) The rent charged in the lease is at or below the legal rent, if any, for the Unit as established by federal, state, or local law or regulations.
 - (c) The information I have provided about the utilities for this unit is accurate. If I have misrepresented this information, DSS will reduce the ongoing rent by the appropriate amount and recoup past over-payments.

Landlord Authorized Signature

Date

Print Name and Title

Attachment:

Fix Lead Paint Hazards: What Landlords Must Do and Every Tenant Should Know