

**CityFHEPS Landlord Statement of Understanding –
 Room and SRO Rentals**

Unit Information

Address:	
Name of Owner:	

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

_____ to: _____
 (the “Rental Agreement Start Date”) (the “Rental Agreement End Date”)

The unit is being rented to: _____
 (the “Program Participant”)

Please read the Statement of Understanding carefully, complete all applicable fields, and, if you understand and accept all of the terms stated below, 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. 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.

CityFHEPS is similar to the Section 8 program in that, subject to the availability of funding, the City of New York is implementing a program to provide assistance to landlords and tenants who want to form a landlord–tenant relationship, including rental assistance of specified amounts. Any contractual relationship will be solely between each tenant participating in the program and such tenant’s landlord participating in the program.

Landlord Information

Please select one:

- I am the Owner of the unit identified above.
- 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 statement of understanding 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 _____
(Owner)

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 and:

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. In accordance with CityFHEPS rules, I understand that I must:

- (a) Not demand, request, or receive any amount above the rent or reasonable fees that are stipulated in the lease or rental agreement;
- (b) Deem all payments made by HRA on behalf of the Program Participant that are paid in full by the final day of the month, as timely paid, regardless of any provisions in the lease to the contrary;
- (c) Accept the HRA security voucher in lieu of a cash security deposit and not request any additional security from the client;
- (d) Not move a household from one unit to another without prior written approval from both HRA and the household;
- (e) Not rent rooms to more than three unrelated individuals residing in one apartment.
- (f) Notify HRA within 5 business days of learning that the household no longer resides in the Unit;
- (g) Notify HRA within 5 business days if any legal proceeding affecting the Program Participant's tenancy is commenced;
- (h) Notify HRA as soon as reasonably practicable if ownership or management of the premises is changing;
- (i) Return any payments from HRA for any period that the household was not residing in the Unit;
- (j) Promptly report and return to HRA any overpayments of rent, including, but not limited to: overpayments caused by inaccurate information provided to us or changes in ownership, payee, and/or management.

(Turn Page)

Landlord Requirements (continued)

2. I understand that required notifications to HRA must be made in writing to:

**CityFHEPS
NYC Human Resources Administration
109 East 16th Street, 10th Floor
New York, NY 10003**

I understand that if I have any questions, I may also call 718-557-1399.

HRA will provide me with instructions on how to return any overpayments when such overpayments are reported.

3. 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) I have accurately represented the utilities I am providing for this unit and understand that if I have misrepresented what is being provided, DSS will reduce the ongoing rent by the appropriate amount and recoup past over-payments.

4. I understand that financial incentives from HRA will not be available for the rental of the Unit where the previous tenant was receiving FHEPS, CityFHEPS or another New York City rental assistance program, unless I can show good cause for not renewing the previous tenant.

5. I understand that failure to comply with any of the requirements stated above may result in my disqualification from future participation in CityFHEPS and other New York City rental assistance programs. HRA may also pursue any other available legal remedies and, in appropriate circumstances, will refer clients for legal services.

I have read the above Statement of Understanding carefully and I understand and accept all the terms stated above.

Landlord Authorized Signature

Date

Print Name and Title