

Special One Time Assistance (“SOTA”) Landlord Agreement for Apartments

Property & Unit Information

Property Address:	
Unit:	
Name of Owner:	

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

_____ to: _____ .
 (the “Lease Start Date”) (the “Program Participant”)

Please read the Agreement carefully, complete all applicable fields, and, if you understand and accept all of the terms stated below, sign before a notary public in the space provided at the bottom.

Program Information

The SOTA Program will make one year of rental payments on behalf of the SOTA Program Participant to rent the Unit. The payments will be issued to me on a monthly basis. The monthly amount I receive will be _____. After the one year period covered by the SOTA Grant, the Program Participant will be responsible for any rental payments.

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Landlord Information

Please select one:

- 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 agreement 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 monthly payments of _____ for the Unit for the one-year period beginning on _____.

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

- (a) The broker does not have any ownership interest in the property.
- (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 (if applicable):	
Address:	

Landlord Requirements

1. In accordance with SOTA 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) Not demand, request, or receive any amount above the rent or reasonable fees that are stipulated in the lease;
- (c) Accept the DSS security voucher in lieu of a cash security deposit and not request any additional security from the program participant;
- (d) Deem SOTA 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;
- (e) Not move a Program Participant from one unit to another without prior written approval from both DSS and the Program Participant;
- (f) Notify DSS within 5 business days of learning that the Program Participant no longer resides in the Unit;
- (g) Notify DSS and local municipal authorities within 5 business days if any legal proceeding affecting the Program Participant's tenancy is commenced and serve copies of any such proceeding on the local municipal authorities;
- (h) Notify DSS as soon as reasonably practicable if ownership or management of the premises is changing;
- (i) Return any payments from the SOTA Program to DSS for any period that the Program Participant was not residing in the Unit;
- (j) Promptly report and return to DSS any overpayments of rent, including, but not limited to: overpayments caused by inaccurate information provided to DSS, or changes in ownership, payee, and/or management.

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Landlord Requirements *(continued)*

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

**SOTA Program
NYC Human Resources Administration
150 Greenwich Street, 36th Floor
New York, NY 10007**

I understand that if I have any questions, I may also call **718-557-1373**.

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

3. 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.

For Units within New York City Only:

In addition to the above, I have read the attached "Fix Lead Paint Hazards: What Landlords Must Do and Every Tenant Should Know." I understand and agree to abide by the requirements of Local Law 1 of 2004 to the extent they are applicable to the Unit.

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Landlord Requirements *(continued)*

4. I make the following representations:
- a) I have the legal authority to rent out the Unit for the period covered by the lease.
 - b) As of the date of this Agreement, there is no contract to sell, assign or otherwise transfer ownership of the property where the Unit is located and I am not otherwise aware of any imminent transfer of ownership.
 - c) 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.
 - d) The Unit's use and/or type of occupancy is consistent with the laws, rules and regulations of the jurisdiction in which the Unit is located, and if required by the jurisdiction, there is a certificate of occupancy, or a certificate of habitability, or other equivalent document with which the Unit's use and/or type of occupancy is consistent.
5. I understand that financial incentives from DSS will not be available for the rental of the Unit where the previous tenant received SOTA, or, if the Unit is located within New York City, 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.
6. I understand that if the Unit is not properly maintained in compliance with local government requirements, the monthly rent may be withheld until the issues have been resolved or paid into court pursuant to applicable law in connection with any action or proceeding instituted by the tenant. If the issues are resolved during the tenancy, any monies previously withheld by DSS or its agent covering rent for months when the tenant was residing in the unit will be disbursed upon a timely request to release the withheld payments, supported by appropriate documentation.
7. I understand that failure to comply with any of the requirements stated above may result in my disqualification from future participation in SOTA and, if within New York City, other New York City rental assistance programs. DSS may also pursue any other available legal remedies and, in appropriate circumstances, may refer clients for legal services.
8. I understand that the landlord of the unit may not be the spouse, domestic partner, parent, child, stepparent, stepchild, grandparent, grandchild, step-grandparent, step-grandchild, sister, brother, stepbrother, or stepsister of any member of the household.

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Landlord Requirements *(continued)*

I have read the above Agreement carefully and I understand and accept all the terms stated above.

Failure to provide true and accurate statements is punishable as a Class A Misdemeanor pursuant to Penal Law § 175.30 (offering a false instrument for filing to a public office or a public servant).

Landlord Authorized Signature

Date

Print Name and Title

STATE OF)

) ss.:

COUNTY OF)

On the _____ day of _____ in the year _____ before me, the undersigned, a Notary Public or Commissioner of Deeds in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public or Commissioner of Deeds